

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Gila L.L.C. dba Municipal Services Bureau (“Contractor”)
for
Collection Services for the Emergency Medical Services Department of the
City of Austin**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Gila L.L.C. dba Municipal Services Bureau having offices at 8325 Tuscany Way, Austin, Texas 78754 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP EAD 0122.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Request for Proposal, EAD0122 including all documents incorporated by reference
- 1.1.3 Gila L.L.C. dba Municipal Services Bureau Offer, dated April 29, 2015, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of sixty (60) months and may be extended thereafter for up to two (2) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

GILA L.L.C. DBA MUNICIPAL SERVICES BUREAU

CITY OF AUSTIN

Bruce Cummings
Printed Name of Authorized Person

Monica McClure
Printed Name of Authorized Person


Signature


Signature

Chief Executive Officer
Title:

Corporate Contract Administration
Title:

9/23/2015
Date:

10/21/2015
Date:

Exhibits:

- Exhibit A – City’s Non Discrimination Certificate
- Exhibit B – Non-Suspension or Debarment Certification
- Exhibit C – HIPAA Business Associate Agreement

EXHIBIT A
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 23rd day of SEPTEMBER, 2015

CONTRACTOR	<u>Gila LLC d/b/a MSB</u>
Authorized Signature	
Title	<u>Chief Executive Officer</u>

EXHIBIT B
City of Austin
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that is firm and its principals are not currently suspended or debarred from bidding on any Federal, State or City of Austin contracts.

Signature

A handwritten signature in blue ink, consisting of stylized, overlapping loops and lines, positioned above a horizontal line.

EXHIBIT C

HIPAA Business Associate Agreement

This Agreement is made and entered into between the City of Austin ("City") and the person or entity identified in the signature block below (the "Business Associate"), and is made with reference to the following facts:

- i. EMS Collection Services for the Austin/Travis County Emergency Medical Services Department pursuant to a City of Austin Contract;
- ii. The Program is subject to the privacy and other requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
- iii. Under the HIPAA Rules (defined below), the City is required to enter into a written agreement with the Business Associate under the terms and conditions provided below; and
- iv. The parties wish to enter into this Agreement in order to comply with the HIPAA Rules (defined below), and to safeguard Protected Health Information (defined below) appropriately.

Therefore, in consideration of their mutual undertakings set out in this Agreement, and for other good and valuable consideration, the parties agree to the following:

1. Definitions. As used in this Agreement:

- A. **"HIPAA Rules"** and/or **"HIPAA"** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules implementing HIPAA and set out at 45 CFR Part 160 and Part 164.
- B. **"Individually Identifiable Health Information"** shall mean information collected from an individual, including demographic information, that:
 - i. Is created or received by the City and provided to the Business Associate; and
 - ii. Relates to: (a) the past, present, or future physical or mental health or condition of an individual; (b) the provision of healthcare to an individual; or (c) the past, present, or future payment for the provision of healthcare to an individual; and
 - iii. Which identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- C. **"Protected Health Information"** shall mean Individually Identifiable Health Information that is: (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.
- D. **"Agent"** and **"Subcontractor"** shall mean a third party who is not an employee in the workforce of the Business Associate and who receives Protected Health Information from the Business Associate for purposes of carrying out any part of the Business Associate's responsibilities under its services agreement with the City.
- E. **"Business Associate"** shall have the same meaning as the term "business associate" set out at 45 CFR Part 160.103, and in reference to the party to this agreement, shall be the party designated as a Business Associate.

2. Permitted Uses and Disclosures of Protected Health Information by Business Associate.

- A. The Business Associate may use or disclose Protected Health Information for the following purposes only: (i) to receive and process claims for payment for eligible Program participants; (ii) to maintain claims history and

patient profiles; (iii) to maintain current eligibility data on Program participants; and (iv) for the management and administration of its internal business processes that relate to its legal responsibilities and its responsibilities under the services contract between the City and the Business Associate.

- B. The Business Associate may use or disclose Protected Health Information as required by law.
- C. The Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosures of Protected Health Information available to the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with HIPAA.
- D. Within ten (10) calendar days of receipt of a request by the City, the Business Associate shall permit any individual whose Protected Health Information is maintained by the Business Associate to have access to and to copy his or her Protected Health Information, in the format requested, unless it is not readily producible in such format, in which case it shall be produced in hard copy format. In the event any individual requests access to Protected Health Information held by the Business Associate directly from the Business Associate, the Business Associate shall, within two (2) days forward such request to the City.

3. Prohibitions on Use and Disclosure of Protected Health Information by Business Associate.

- A. The Business Associate will not use or further disclose Personal Health Information except as permitted or required by this Agreement, or as required by law.
- B. The Business Associate shall not sell Protected Health Information, including patient or enrollee lists, nor use any Protected Health Information to engage in "marketing," as that term is defined in 45 CFR Part 164.501.
- C. The Business Associate shall not disclose Personal Health Information to any member of its workforce unless the Business Associate has advised such person of the Business Associate's obligations under this Agreement and of the consequences for such person and for the Business Associate of violating them.
- D. The Business Associate shall not disclose Personal Health Information to any Agent, Subcontractor or other third party unless disclosure is required by law, or unless expressly approved in advance by the City in writing. Any such disclosure shall be made in accordance with 45 CFR Parts 164.502 and 164.308, and only upon the written agreement of the Agent, Subcontractor or other third party which shall include, at a minimum:
 - i. The agreement of such Agent, Subcontractor or other third party that creates, receives, maintains, or transmits protected health information on behalf of the Business Associate agree to be bound to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information;
 - ii. Reasonable assurances from such Agent, Subcontractor or other third party that Personal Health Information will be held confidential as provided in this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such Agent, Subcontractor or other third party; and
 - iii. An agreement from such Agent, Subcontractor or other third party to immediately notify the Business Associate of any breaches of the confidentiality of Personal Health Information, to the extent it has obtained knowledge of such breach.

4. Safeguards for Protected Health Information.

- A. The Business Associate shall implement appropriate safeguards to prevent use or disclosure of Personal Health Information other than as permitted by this Agreement. The Business Associate shall provide the City with information concerning such safeguards as the City may from time to time request. Upon reasonable request, the Business Associate shall give the City access for inspection and copying to the Business Associate's facilities

used for the maintenance and processing of Personal Health Information, and to its books, records, practices, policies, and procedures concerning the use and disclosure of Personal Health Information.

- B. The Business Associate and any Agent or Subcontractor shall comply with the minimum necessary requirements set forth in the HIPAA Rules when using or disclosing Personal Health Information. The Business Associate also agrees to mitigate, to the extent possible, any harmful effects of an improper use or disclosure of Personal Health Information by the Business Associate in violation of the requirements of this Agreement. The Business Associate shall make its internal practices, books, records, including policies and procedures, related to the use and disclosures of protected health information available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.
- C. The Business Associate shall maintain a record of all Personal Health Information disclosures made other than for the permitted purposes of this Agreement, including the date of disclosure, the name and, if known, the address of the recipient of the Personal Health Information, a brief description of the Personal Health Information disclosed, and the purposes of the disclosures.
- D. The Business Associate shall comply with all written directions from the City concerning:
 - (i) any special limitations on the use or disclosure of Protected Health Information beyond the requirements of the HIPAA Rules;
 - (ii) any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information that may affect the Business Associate's use or disclosure of such information; and
 - (iii) any restriction on the use or disclosure of Protected Health Information that the City has agreed to that may affect the Business Associate's use or disclosure of such information.
- E. Within ten (10) calendar days of notice by the City to the Business Associate that the City has received a request for an accounting of disclosures of Personal Health Information regarding an individual, the Business Associate shall make available to the City such information as is in the Business Associate's possession and is required for the City to make the accounting.
- F. Within five (5) business days of becoming aware of a use or disclosure of Personal Health Information in violation of this Agreement by the Business Associate, Agent or Subcontractor, the Business Associate shall report such disclosure or use in writing to the City and describe the remedial action taken or proposed to be taken with respect to such use or disclosure.
- G. The Business Associate shall make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the City pursuant to 45 CFR Part 164.526, or take other measures as necessary to satisfy the City's obligations under 45 CFR Part 164.526.
- H. The Business Associate acknowledges that the additional requirements of the HITECH Act (Health Information Technology for Economic and Clinic Health Act enacted as part of the American Recovery and Reinvestment Act of 2009) and the Final Rule (also known as the Omnibus Rule) issued by the U.S. Department of Health and Human Services on January 25, 2013 are applicable to the Business Associate. The Business Associate further acknowledges restrictions on the sales and marketing of protected health information without the explicit authorization of the individual.
- I. To the extent the Business Associate is to carry out one of more of the City's obligations under Subpart E of 45 C.F.R. Part 164, the Business Associate will comply with the requirements of Subpart E that apply to the City in the performance of such obligations.

- J. The Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the City except for the specific uses and disclosures set forth below:
- a. The Business Associate may disclose protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information remains confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances in which it is aware in which the confidentiality of the information has been breached.
 - b. The Business Associate may provide data aggregation services related to the health care operations of the City.

5. Term of this Agreement; Termination; Procedures upon Termination.

- A. This Agreement shall become effective upon execution by the parties, and shall be effective as of the date of the last party to sign.
- B. The term of this Agreement shall expire with the close of business on November 13, 2022. Provided, that either party may terminate this Agreement on any basis at any time prior to the expiration of the term upon written notice to the other party.
- C. Except as provided in paragraph D, below, upon termination of this Agreement, the Business Associate shall return or destroy all Personal Health Information received from the City, or created or received by the Business Associate on behalf of the City. This provision shall also apply to Personal Health Information that is in the possession of Agents or Subcontractors of the Business Associate. The Business Associate shall retain no copies of the Personal Health Information.
- D. In the event that the Business Associate determines that returning or destroying the Personal Health Information is not feasible, the Business Associate shall provide to the City written notification of the conditions that make return or destruction infeasible. Upon agreement by the City that return or destruction of Personal Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to such Personal Health Information and limit further uses and disclosures of such Personal Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains the Personal Health Information. The Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information.
- E. The Business Associate shall not use or disclosure the protected health information retained by the Business Associate other than for the purposes for which the protected health information was retained and subject to the same conditions set out in this Agreement which applied prior to Termination.
- F. Survival. The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

6. Other Provisions.

- A. **Indemnification.** The Business Associate shall indemnify and hold harmless the City from and against any and all costs, liabilities, losses, damages and expenses (including, but not limited to,

reasonable attorneys' fees) resulting from any claim, lawsuit or proceeding brought by a third party against the City and arising from or related to a breach or alleged breach by the Business Associate or the Business Associate's Agents or Subcontractors of the obligations referenced herein. The Business Associate's obligation to indemnify shall survive the expiration or termination of the Contract.

- B. Remedies for Breach.** Without limiting the rights of the parties under paragraph 5, should the Business Associate breach any of its obligations under this Agreement, the City may at its option: (i) exercise its rights of access and inspection under paragraph 2, above; and/or (ii) report the breach to the Secretary of the United States Department of Health and Human Services.
- C. Notices.** Any notice by a party required or provided for under this Agreement shall be effective upon delivery via regular or electronic mail to the other party at the following address:

To the City:

P.O. Box 1088
Austin, Texas 78767
Attn: Monica McClure
Email: Monica.McClure@austintexas.gov

To the Business Associate:

Gila Corporation
dba Municipal Services Bureau
Attn: Bruce Cummings
8325 Tuscany Way, Bldg. 4
Austin, Texas 78754
Email: Bruce.Cummings@gilacorp.com

- D. Amendments.** Upon the enactment of any law or regulation affecting the use or disclosure of protected health information, or the publication of any decision of a court of the United State or State of Texas relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the City may, by written notice to the Business Associate, amend this Agreement in such a manner as the City determines necessary to comply with such law or regulation. Notwithstanding the foregoing, if the City and Business Associate have not amended this Agreement to address a law or final regulation that becomes effective after the effective date of this Agreement and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation for the City and the Business Associate to be and remain in compliance with all applicable laws and regulations.
- E. Construction of Terms.** A reference in this Agreement to a section in the HIPAA Rules means the section in effect or as amended at the time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Agreed to by the parties through the signatures of their authorized representatives below:

THE CITY OF AUSTIN, TEXAS

By: 
[Signature]

Name: Bruce Cummings

Title: Chief Executive Officer

Date: 9/23/2015, 2015

THE BUSINESS ASSOCIATE:

By: 
[Signature]

Name: Monica McClure

Title: Corporate Contract Administrator

Organization Name: City of Austin

Date: 10/21, 2015

Proposal for the City of Austin, Texas



Solicitation No. EAD0122 *EMS Collection Services*



Submitted By:
Bruce Cummings, CEO
512.323.4231 direct
866.283.6484 fax
Bruce.Cummings@GilaCorp.com
www.MuniServ.com

Due: Wednesday, May 6, 2015 by 3:00 PM

EXPERIENCE • EXECUTION • ETHICS™

April 29, 2015

8325 TUSCANY WAY
BUILDING 4
AUSTIN, TEXAS
78754

800.568.7004
512.371.9995
Fax 866.283.6484

Ms. Erin D'Vincent, Senior Buyer Specialist
City of Austin Purchasing Office
Municipal Building
124 W 8th Street
RM 308
Austin, TX 78701

Dear Ms. D'Vincent:

Thank you for the opportunity to submit our response to the City of Austin's (City) Request for Proposals (RFP) for *EMS Collection Services*. We look forward to continuing a mutually beneficial business relationship with you and your colleagues.

Gila LLC d/b/a Municipal Services Bureau (MSB) has similar contractual relationships with more than 600 government agencies. MSB is the incumbent for this contract and has collected more than \$7,600,000 for the City. Our twenty-five years in business are a testament to the quality of our work and the above average results we achieve.

We are uniquely qualified to assist in this endeavor because:

- *MSB has the required **professional qualifications and government references**, as we've been providing high quality, cost effective collection services since 1991;*
- *MSB agrees to **provide all requested services as outlined in the bid, subject to the terms and conditions set forth in the bid in a timely and efficient manner**;*
- *MSB has the **required financial stability, the proven project management methodology and overall work plan** to deliver quantifiable value to the City;*
- *MSB follows **stringent procedures to insure the security of all client account information**, including performing **detailed background screening for all MSB employees**;*
- *MSB's **highly automated, technologically advanced collection solutions** allow you to send referral, payment and change information electronically;*
- *MSB **records all inbound and outbound calls, and maintains a Quality Assurance Department** to monitor telephone techniques and provide ongoing coaching; and*

- MSB is a *member of the Association of Credit and Collection Professionals (ACA International) and is certified as a Professional Practices Management Systems (PPMS) agency*. Less than 1% of all collection agencies have this quality certification.

In addition, we are prepared to:

- Be available to meet with the administration upon request for the duration of our relationship;
- Ensure that every citizen will be dealt with in a professional, courteous manner;
- Provide a full-time client services representative who will be assigned to your account and be available to address any day-to-day issues; and
- Continue efforts to resolve individual accounts for as long as we have them.

We believe the unique features mentioned throughout this proposal will lead you to continue to partner with our Company. As the authorized representative, please do not hesitate to call if I can be of further service to you or your colleagues.

Respectfully,



Bruce Cummings
Chief Executive Officer
512.323.4231 Direct
866.283.6484 Fax
Bruce.Cummings@gilacorp.com

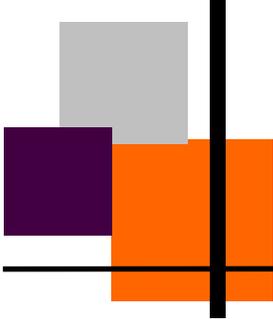
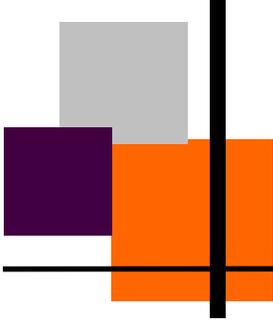


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Proposal for The City of Austin, Texas
Solicitation No. EAD0122, EMS Collection Services
Due Date: Wednesday, May 6, 2015 by 3:00 PM



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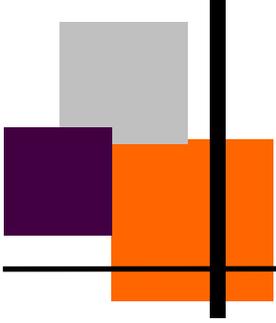
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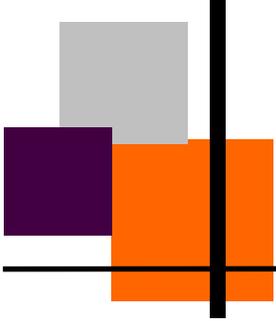
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Proposal for The City of Austin, Texas
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Netback to the City 100

Exhibit Section

- Exhibit 1 – Sample Letter**
- Exhibit 2 – Reference Form**
- Exhibit 3 – Resumes***
- Exhibit 4 – Sample Reports**
- Exhibit 5 – Bond**
- Exhibit 6 – Forms from the RFP**

Audited Financials in Sealed, Separate Envelope*

***Proprietary and Confidential.**

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EVALUATION CRITERIA

To facilitate scoring, Gila, LLC d/b/a Municipal Services Bureau (MSB) provides a breakdown of key data included in the City of Austin's (City) Request for Proposal (RFP). Each section expands upon the information provided below.

In summary, MSB is:

- Your **Best Choice** based upon the City's criteria;
- A local Austin company providing jobs for over 350 employees in Austin;
- An established, **proven debt collection provider** of more than 24 years in the industry;
- The incumbent on the City's current contract;
- Offering a **highly competitive fee**; and
- A professional PPMST[™] certified collection agency whose sole purpose is to provide **collection services for governmental agencies nationwide.**

Criteria highlights are as follows:

Cost – 45 Points

- **Highly competitive fee structure**
- **Contingency fee pricing**
- **No up-front costs**

Prior Experience – 20 Points

- **MSB has worked closely with the City since 2009 on this contract collecting more than \$7,688,000**
- **MSB's specialized debt collection experience enables us to perform the exact services the City is requesting in your RFP to our clients.**
- **Successful collection contracts with more than 600 clients in 39 states nationwide**
- **Higher collection and revenue recovery results than our competitors.**
- **State-wide contracts with California, Colorado, Florida, Hawaii, Kansas, New Mexico, Oregon, Texas & Utah.**
- **References and testimonials from satisfied debt clients.**

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- Active Member of the Association of Credit and Collection Professionals (ACA International), maintaining the highest ethical standards; No complaints.
- Named a BBB Accredited Business while maintaining an “A+” Rating from the Better Business Bureau (BBB), indicating the BBB’s highest level of confidence that MSB operates in a trustworthy manner and will make all good faith efforts to resolve customer concerns.
- MSB’s CEO, Bruce Cummings, serves on the Editorial Board for InsideARM, the leading Accounts Receivable Management Industry Information and News Source.
- Mr. Cummings is also a member of ACA International’s “Committee of 100”, whose membership is comprised of the leaders of the top 50 collection agencies in the nation.
- Named a Top Government Service Company by INC.com.
- Received the “Fast 50” Award from the Austin Business Journal (50 Fastest Growing Private Companies in Central Texas) Eight Times.
- Honored as one of the Top Seven Collection Technology firms in the nation by *CollectionTechnology.net*.
- Named one of the top 25 “Best Places to Work in Collections,” by *insideARM.com* and Best Companies Group.

Customer Service, Compliant, and Dispute Process – 20 Points

- Above reproach, ethical collection practices:
 - Compliant with all collection laws and regulations
 - Follow strict Code of Ethics
 - No State, Federal, or International Regulation Violations
 - Member of ACA Government Services Program
- Predictive dialer technology and letter notification tool
- Extended evening and weekend hours
- Toll free telephone number for debtors
- Secure online portal provided for clients as well as debtors
- Time tested, proven letter series
- Bilingual printed notices
- Smartphone tag on collection letters
- IVR telephone system records all inbound and outbound calls

- **Multiple Payment Options:** Web based payments, as well as payments by credit/debit card, via phone, electronic check-by-phone, mail, Money Gram, Western Union Quick Collect, and all Ace Cash Express stores nationwide.
- **Local, regional and national skip tracing services**
- **Credit Bureau reporting to TransUnion**
- **Licensed to collect throughout the United States**
- **Equal Opportunity Employer**
- **Continuing, on-the-job training and quality monitoring for all employees by management**
- **eVerify Employer**
- **Background checks and fingerprinting for all employees**
- **Confidentiality Agreement signed by all employees**
- **Bilingual collection staff (>60% of employees)**
- **Collectors trained specifically to collect debt accounts**
- **Providing a primary, dedicated Client Services Representative as well as additional backup representatives**
- **Certified IT personnel with outstanding credentials including:**
 - **Masters of Science, Management Information Systems**
 - **Microsoft Certified System Engineer (MCSE)**
- **Online, real time access to accounts**
- **Ability to electronically send referral, payment and rescission information through secure FTP**
- **Comprehensive Disaster Recovery Plan in place, including the Agility partnered solution, providing a fully operational collection center within 48 hours of a disaster**
- **Customized Collection Software**
- **Customized and ad hoc reporting available**
- **Time tested, proven report methodology**
- **Comprehensive data provided detailing MSB's collection progress**
- **Full cooperation with audit inquiries and requests**

Sustainability – 5 Points

- **MSB’s paper for the letter process comes from a mill that has won the Forest Stewardship Council and Sustainable Forestry Initiative**

Local Business Presence – Maximum 10 Points

- **MSB has had local business presence in the City of Austin since 1991**
- **MSB’s headquarter office is in the City of Austin**
- **Incumbent provider on the City’s current collection contract**
- **Collection vendor for the City of Austin’s collection contracts with Municipal Court and Austin Energy**
- **Collection vendor for Travis County, Texas Justice of the Peace courts**
- **Employ more than 350 people in Austin, Texas**
- **Provide employees with wages that exceed the living wage and full benefits package**

EXECUTIVE SUMMARY

Founded in 1991, MSB specializes in providing collection services to debt systems nationwide, including the exact services outlined in the City's RFP. MSB currently works with more than 600 government entities nationwide and is an active member of the Association of Credit and Collection Professionals (ACA International).

MSB is eager to continue putting our resources to work for the City in a customized collection program to meet your individual needs. Three specific attributes of our success are:

- 1) Experience-** MSB's unique niche in the government collections industry provides our clients with the most successful techniques before, during and after the collection process. We know what works best for you.
- 2) Execution-** MSB sets itself apart by executing on account resolution. We never stop working to resolve an account and have documented collection success with our clients.
- 3) Ethics-** MSB is above reproach and compliant with all collection laws and regulations, with every debtor always treated with courtesy and respect.

You will find MSB always utilizes the necessary software and hardware components and skilled knowledgeable personnel to assure the City that we are qualified to exceed your expectations set forth in this RFP. With specific knowledge necessary to outperform other agencies, MSB will maximize your recovery of delinquent EMS costs.

MSB's digital technology and highly automated systems offer our clients a flexible, innovative solution for their collection needs. We are a firm capable of and experienced in managing the type and volume of accounts proposed by the City. We successfully service millions of new accounts each year, including accounts from some of the largest jurisdictions in the nation.

Customized software programs are designed specifically for the collection of delinquent EMS fees. MSB tracks broken promises and we work all accounts thoroughly regardless of age, balance amount or location of the debtor. Predictive dialer technology allows MSB to attempt telephone contact multiple times in a cost-effective, non-intrusive manner. Additionally, each debtor is contacted periodically for as long as the account is outstanding. **In summary, MSB never gives up on an account, continually searching for new address and telephone information and attempting to bring the account to closure.**

An annual audit of MSB is conducted by outside, independent auditors which meets all Generally Accepted Accounting Principles (GAAP). The audit includes reviews of internal controls and other operating procedures. Current and past audited financial statements have been issued with clean opinions. MSB adheres to very strict data security standards and contracts with an independent firm to perform SSAE No. 16 audits.

MSB demonstrates through our relationships with hundreds of jurisdictions the qualifications to meet the operational and management objectives of the City in this RFP. Moreover, MSB is committed to providing the most professional, cost-effective and efficient program to the City. **We will continue to focus directly on the City's primary objective – delivering ethical collection services that maximize recovery on all accounts.**

MSB is a Local Provider

- MSB will provide all services from our state-of-the-art 55,000 square foot **collection office in Austin.**
- MSB represents Austin Municipal Court, Austin EMS, Travis County, Texas Department of Public Safety (DPS), Central Texas Regional Mobility Authority (CTRMA) and Texas Comptroller of Public Accounts.
- MSB has deep ties with the local community. We are longstanding supporters the Government Collectors Association of Texas and **were voted one of Austin's fastest growing private companies eight times** by the *Austin Business Journal*.

Community Support

MSB has a strong record as a corporate citizen who regularly gives back to the community. We provide community outreach through corporate sponsorship and employee participation in the following charities: Children's Miracle Network, Meals on Wheels, The Christmas Bureau, Arc of the Capital Area, Care Packages for Military Personnel, Lance Armstrong's Livestrong Foundation, The Rosedale Foundation, Special Olympics, Compassionate Friends, SafePlace, Dell Children's Hospital, Austin Ravens Youth Sports and Make A Wish Foundation.

MSB Supports Our Employees/Local Address

MSB is dedicated to being a responsible employer by maintaining a locally diverse workforce with compensation plans that **exceed the living wage**. Supplying a local Austin address for payment remittance creates a sense of ease and confidence for the debtor.

A. PART I – BUSINESS ORGANIZATION:

State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

MSB has provided our response in the table below:

Full Name	Gila LLC d/b/a Municipal Services Bureau
Address:	8325 Tuscan Way Austin, TX 78754
Parent Company	ORG Gila LLC
Branch Office	8325 Tuscan Way Austin, TX 78754
Operation Type	Limited Liability Company
State of Incorporation	Texas

B. PART II – SYSTEM CONCEPT AND SOLUTION

Define in detail your understanding of the requirements presented in the Scope of Work and your solution, including your ability to handle Spanish speaking customers and other languages. Provide a detailed summary of the all of the languages that your agency can handle and support. Provide all details as required in the Scope of Work and describe in detail collection efforts performed on all accounts regardless of balance and any additional information you deem necessary to evaluate your proposal.

MSB is excited to continue to offer the City a comprehensive proposal to provide collection services for delinquent EMS accounts. MSB has thoroughly reviewed the City's Scope of Work and has firsthand knowledge from being an incumbent on the current contract allowing us to fully understand and have total confidence that we can perform all requirements. MSB has responded below to each Contract Requirement listed in the Scope of Work:

CONTRACTOR REQUIREMENTS

3.1 Contractor must assume sole responsibility for all aspects of the collection process, including problem resolution with debtor disputes.

MSB will assume sole responsibility for all aspects of the collection process, including problem resolution with debtor disputes.

3.2 Contractor's system shall be able to generate patient encrypted notices and mail-out production is considered essential to handle the volume.

Letter Procedures and Capabilities

MSB's system is able to generate patient encrypted notices and mail-outs. Each account the City refers to MSB is scheduled a letter series once it is uploaded into MSB's system. Letters may be customized to meet specific circumstances, and MSB may utilize bilingual verbiage in the City's letters to ensure all debtors are able to make contact to initiate payment.

The initial notice is mailed when the account is transferred to MSB's collection department. If there is a failure to respond to the first notice, a second notice is automatically generated. This process is repeated. If a payment is posted in full or if the account is canceled or closed for any reason, the letters automatically cease. If a

debtor has multiple accounts and payment in full is received on only one account, the letter series is modified and a new letter series, appropriate to the situation is scheduled. If the City places the account on hold for any reason, the letter series is held until MSB is informed to continue collection activity.

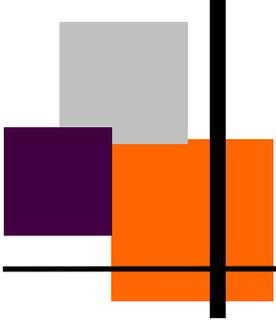
MSB has **customized an individual letter series** to meet the City's needs but is happy to adjust the letters to meet any future requirements. Our letters are time tested and have proven their effectiveness in communicating with debtors to resolve accounts while complying with all federal and state collection laws. The City is able to approve all letters and their verbiage during the implementation phase. Each letter contains contact information in both English and Spanish, a toll-free telephone number and the web address where online payments may be made. MSB's letter notification tool can alter the language of letters to adjust to any future needs of the City. We have supplied examples of the letters currently being utilized for this project as **Exhibit 1** of our proposal.

3.3 Contractor shall be able to accept data transferred by the City electronically in a 256 bit AES encrypted file while in transit.

Data Transfer

MSB is able to continue accepting all data transferred by the City electronically in the form desired by the City. Should there be a need to make a change in the transmission method, MSB will work with the City to establish an acceptable method of transmission of data files. As with many of our clients, we will set-up an FTP site with a user name and password, per client, for authentication. The transmission of the file from the client is automated and is sent to us on a daily basis utilizing a script written by the client. MSB has written a script to retrieve the file from the FTP site where the file is date and time stamped and then moved to the client's directory on our secured network. All files transmitted through the FTP site are virus scanned to ensure the safety of our network. MSB offers various encryption options for file transfer to ensure security such as SFTP and PGP which are among the most popular choices. Other protocols / methods can also be made available if necessary. In summary, MSB can accept data electronically in a 256 bit AES encrypted file while in transit.

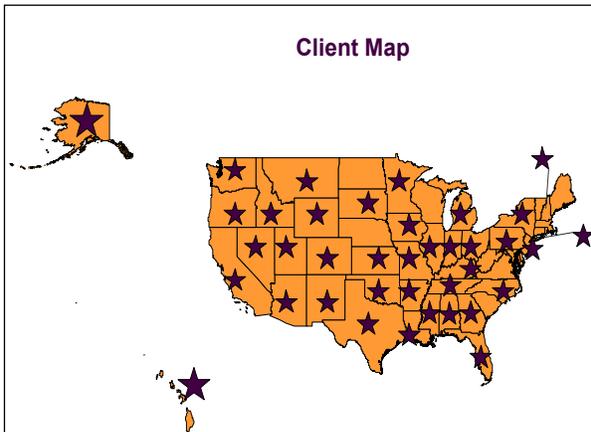
MSB currently accepts files from, and produces files for, hundreds of clients around the country. These files contain referral (new) account information, payment



information, adjustments and rescind (recall) information, as well as general information regarding individual accounts. MSB has the knowledge and experience to successfully receive the City’s data files. MSB can accept files from the City on any media and in any format (comma, tab, pipe, tilde delimited, fixed length, variable fixed length, etc.).

3.4 Contractor shall demonstrate experience in collecting overdue accounts from medical providers with a similar volume to the EMS department in the past five years. References shall be listed in Section 0700 Reference Sheet.

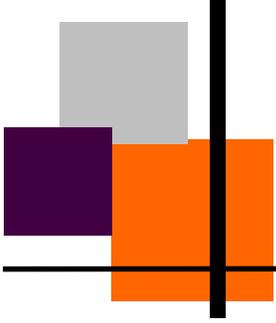
MSB is a unique collection solution for the City because we have been providing collection services exclusively to governmental entities for twenty-four years. We contract with more than 600 entities nationwide in 39 states.



We work with many notable municipalities including: Atlanta, Georgia; Anchorage, Alaska; Austin, Texas; Cincinnati, Ohio; Houston, Texas; Jackson, Mississippi; Los Angeles, California; New York, New York; Philadelphia, Pennsylvania; Phoenix, Arizona; and San Antonio, Texas and counties including: Marion (Indianapolis) County, Indiana; Orange (Santa Ana) County, California and Wayne (Detroit) County, Michigan

We provided a map above exhibiting our client base.

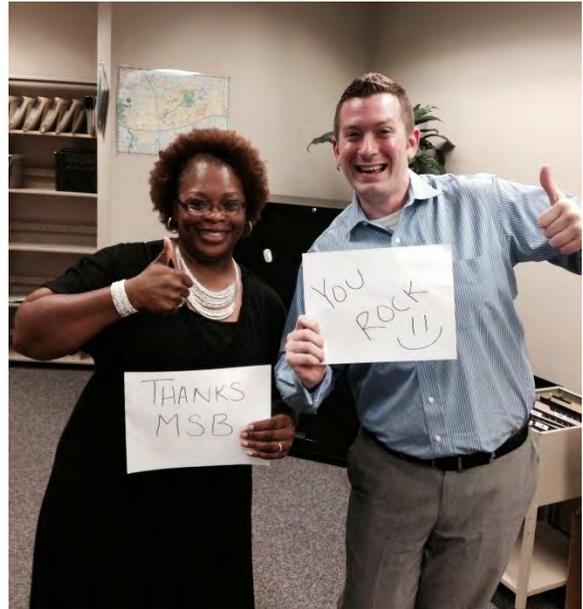
MSB believes that one of its strongest and best qualifications to perform collection services on behalf of the City is the company’s exclusive focus on the recovery of governmental entities. We do not work with the private sector. MSB has statewide collection contracts with California, Colorado, Florida, Hawaii, Kansas, New Mexico, Oklahoma, Oregon, Texas, and Utah. The number of agencies focusing exclusively on debts and obligations to units of state and local government is very small. **MSB provides their clients with dramatically higher collection rates because of this specialization.** MSB has provided references as **Exhibit 2.**



Testimonials from Current Clients

“The Austin Municipal Court has a strong internal collections effort, and MSB is utilized after our internal efforts are exhausted. They understand their role in the collections process for our court, and continue to immediately address and respond to any new changes we implement. We have found MSB to be a professional, customer focused company. They continue to strive to meet our needs in the way they deliver their services, and MSB assists us with our overall collections and compliance effort.” **City of Austin, Texas Municipal Court**

“Doing business with MSB has allowed us the ability to maintain a consistent collection effort with all of our cases, regardless of the age. The introduction of the concierge program has also benefited us greatly in helping us to streamline our processes and use our software more efficiently. MSB is always available and willing to take the time to hear concerns and take the action in order to resolve any of the issues that we have had thus far!” **Farmers Branch, Texas**



“MSB is very easy to work with – very responsive – usually responds within an hour.” **City of Richardson, Texas**

“MSB was the best fit for the Garland contract compared to the others. They are familiar with how we like to do business and they effectively listen when we have issues and work to resolve those to our satisfaction.” **Garland, Texas**

“I appreciate the ability to look up any case at a moment’s notice in MSB’s system.” **Plano, Texas**

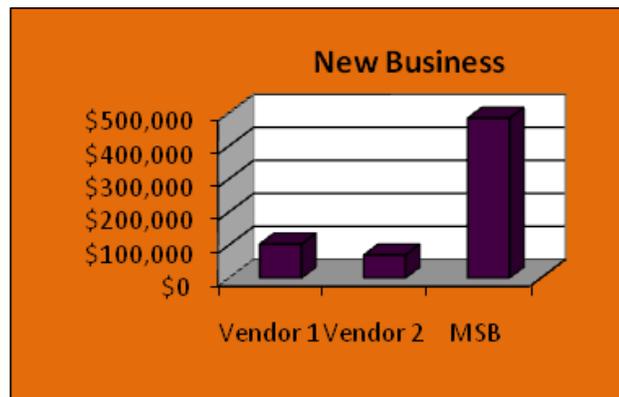
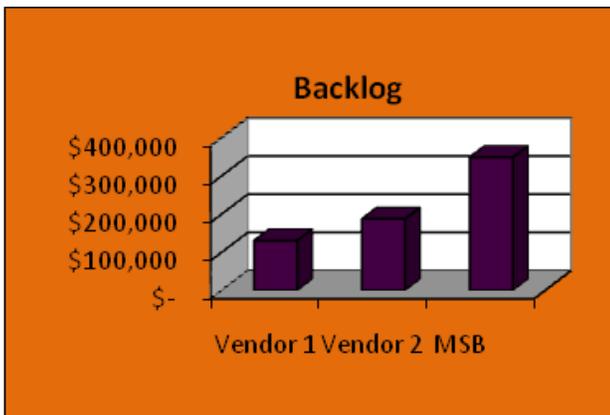
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Competition

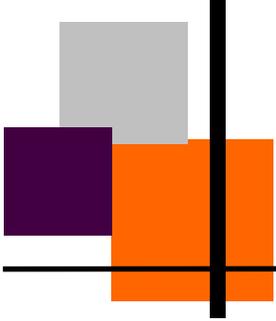
As testimony to MSB's superior collection capabilities, MSB conducted a client review of our contract to collect delinquent accounts for the Superior Court of California, Orange County; and the Justice of the Peace courts for Travis County, Texas; and the Municipality of Anchorage, Alaska. **In a head to head comparison against the prominent competitors in each jurisdiction, we significantly outperformed our competition as evidenced in the graphs below:**

Orange County, California

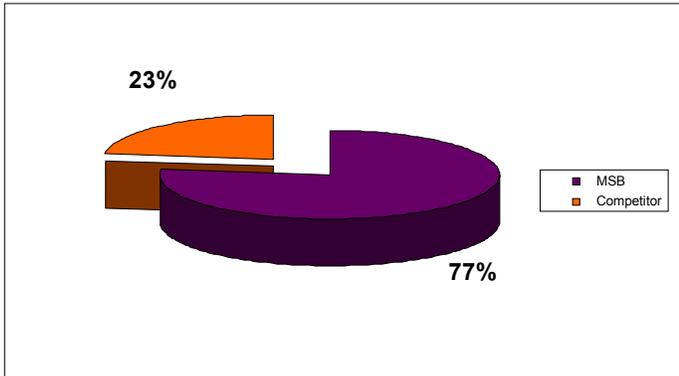
MSB competes against two other vendors on the contract with the Superior Court of California, Orange County. We have consistently been ranked the #1 vendor and were chosen to provide collection training to Orange's internal collection department due to our success. The two graphs indicate our success in both aged and more recent submissions:



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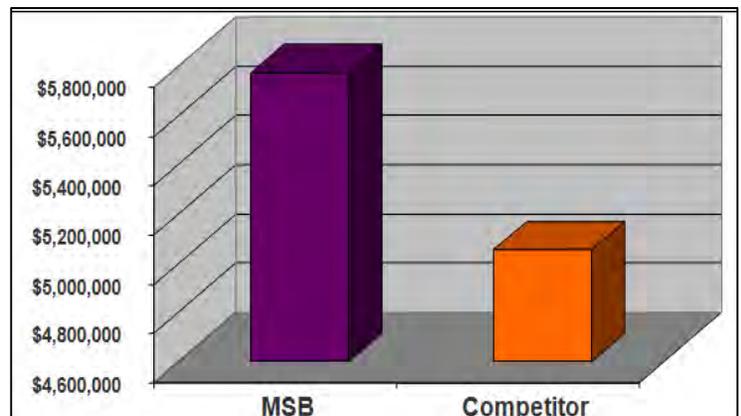
Municipality of Anchorage, Alaska



% of Months MSB Out-collected Competitors

MSB significantly outperformed our competitor by collecting higher balances the majority of the collection months, as evidenced by the chart to the left.

Revenue Collected – MSB has consistently collected more revenue than our competitor. The graph to the right shows the collection performance of the two firms performing collections. When the inaugural contract ended, MSB was chosen as the sole collection provider.



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3.5 Monthly statements of the accounts paid the prior month are required. Each monthly statement is required to include the EMS account number, patient name, payor name, amount paid, and the type of payment. The types of payments shall include all forms of payment in U.S. currency.

MSB will provide the required statements in the format and frequency required by the City.

3.6 Monthly statements to EMS shall include all credits on an account and include a detailed explanation of the credit.

MSB will provide the required statements with the requested information by the City.

3.7 Monthly statements shall be submitted via a paper copy and in an electronic format CSV within 10 business days of Contractor's month end close.

MSB will provide the required statements via paper copy and in an electronic format CSV within 10 business days of month end close as required by the City.

3.8 Contractor shall provide EMS a view only online account access, including all notes and all information on an account. EMS will use this information only as needed in an effort to resolve customer disputes or for auditing.

MSB will continue to provide the City access to your personal Client Portal. Please read below for detailed information about our online access available to both our clients and debtors.

Online Client Portal

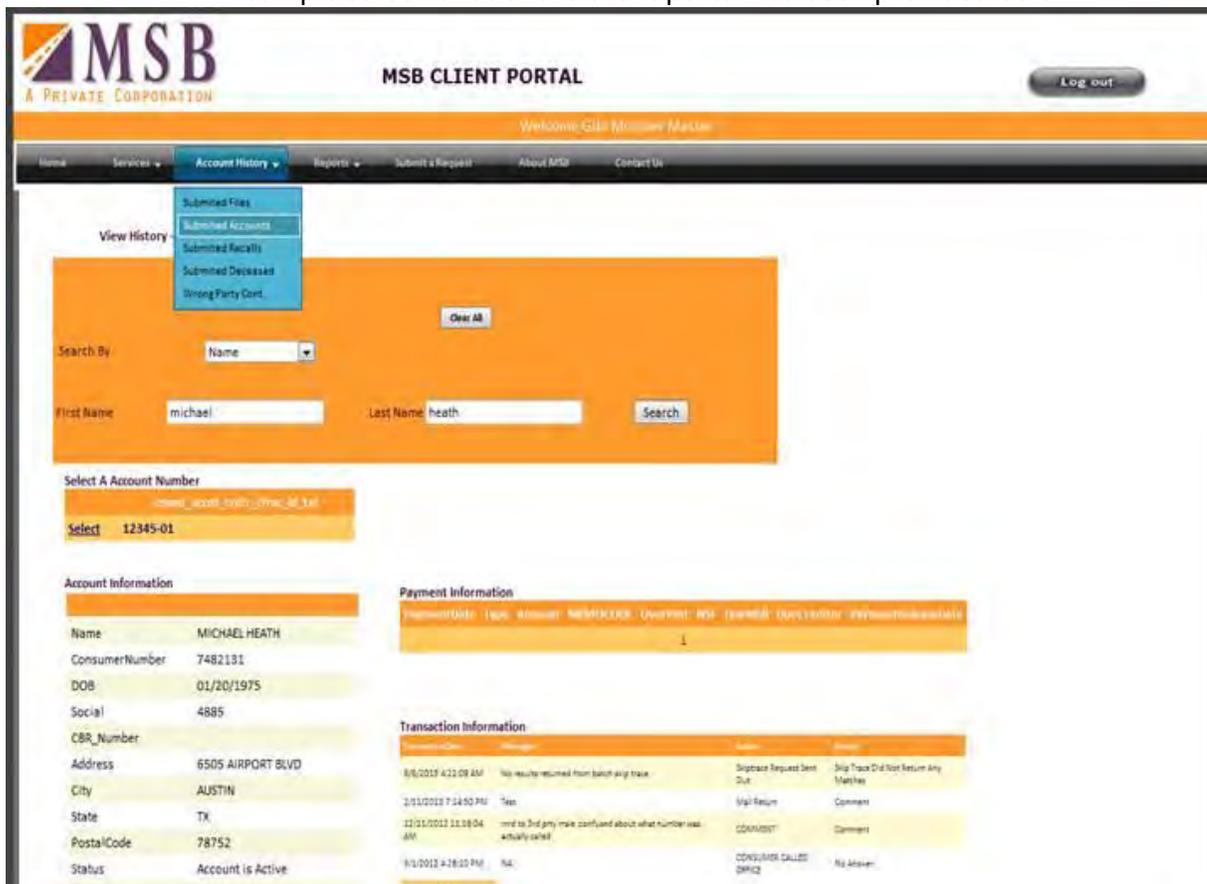
The City will continue to have **the ability to access accounts online, in real time, 24X7**. A login name and password will be issued to allow approved employees to enter the secure site to review information in real-time. Accounts may be reviewed by using several different fields such as name, account number, address, social security number, etc. You can also view all Action Codes, Result Codes, Status Codes and Memo Codes depending on the criteria you provide. **This technology allows the participating entities to quickly find all information regarding a particular account**

including amount due, amount paid, collectors' notes, updated address information, etc.

MSB's unique Client Portal enables our clients to have full transparency on all accounts submitted to MSB. This portal allows the following functions:

- Run Various reports in real time
- Submit files, individual accounts and recalls
- Report Wrong Party Contact (WPC) information
- Review client history (previously reporting files, accounts, etc.)
- Access account level details
- Submit a request or contact MSB

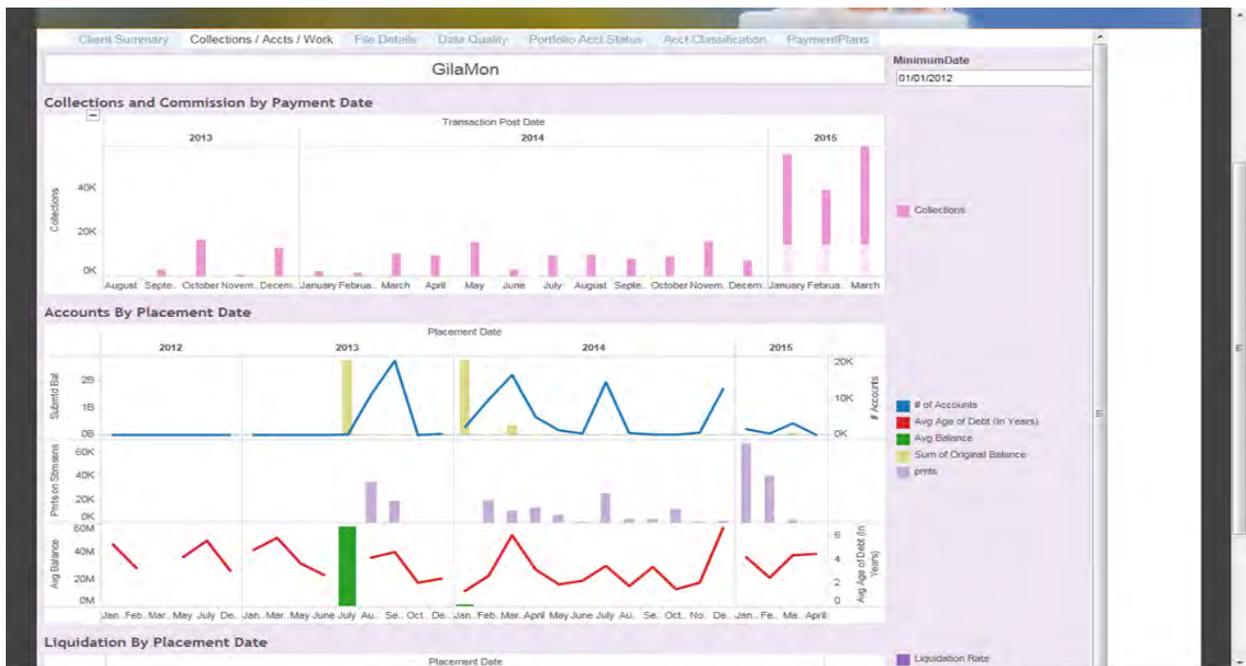
A sample screen shot of the client portal has been provided below:



The screenshot displays the MSB Client Portal interface. At the top, there is a navigation bar with options like Home, Services, Account History, Reports, Submit a Request, About MSB, and Contact Us. A 'Log out' button is visible in the top right. Below the navigation bar, a 'View History' dropdown menu is open, showing options: Submitted Files, Submitted Accounts, Submitted Recalls, Submitted Deceased, and Wrong Party Cont. The main content area features a search section with 'Search By' set to 'Name', and input fields for 'First Name' (michael) and 'Last Name' (heath). Below the search section, there is a 'Select A Account Number' dropdown menu with '12345-01' selected. The account details are organized into sections: 'Account Information' (Name: MICHAEL HEATH, Consumer Number: 7482131, DOB: 01/20/1975, Social: 4885, CBR_Number, Address: 6505 AIRPORT BLVD, City: AUSTIN, State: TX, Postal Code: 78752, Status: Account is Active), 'Payment Information' (Transaction Date, Type, Amount, etc.), and 'Transaction Information' (Transaction Date, Message, Status, Action).

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A new feature of the Client Portal rolled out in May 2015 is an Interactive Data Feature. It will allow you to view collections by payment month, the number of accounts placed with MSB each month, the average age of debt, the average balance of the accounts placed with MSB, the sum of the dollar balance placed with MSB and MSB's month over month liquidation rate as an example. A same is provided below:



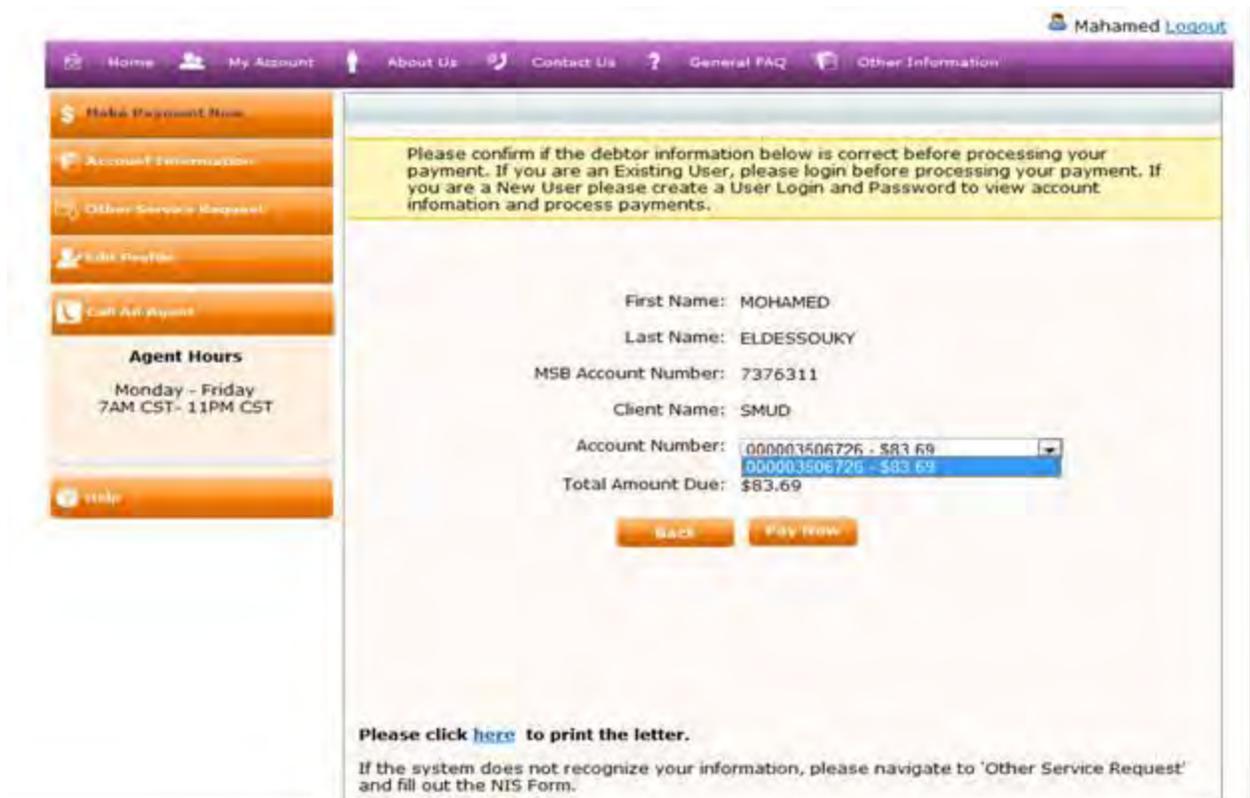
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Online Debtor Portal

MSB's online debtor portal enhances the debtor's interaction with MSB by giving them the option to perform the following actions:

- Review their account
- Make a payment
- Request a call back from MSB
- Review Frequently Asked Questions
- Report a dispute
- Download dispute documentation

MSB has provided a sample screen shot of the portal below:



The screenshot displays the MSB Online Debtor Portal interface. At the top right, the user is logged in as "Mahamed Logout". The navigation menu includes Home, My Account, About Us, Contact Us, General FAQ, and Other Information. The main content area shows a confirmation screen for a payment. A yellow banner at the top of the main area reads: "Please confirm if the debtor information below is correct before processing your payment. If you are an Existing User, please login before processing your payment. If you are a New User please create a User Login and Password to view account information and process payments." Below this, the following information is displayed: First Name: MOHAMED, Last Name: ELDESSOUKY, MSB Account Number: 7376311, Client Name: SMUD, Account Number: 000003506726 - \$83.69 (with a dropdown menu showing another account number), and Total Amount Due: \$83.69. There are "BACK" and "Pay Now" buttons at the bottom of the form. At the bottom of the page, there is a link to "print the letter" and a note: "If the system does not recognize your information, please navigate to 'Other Service Request' and fill out the NIS Form."

3.9 Contractor shall provide to EMS any updated address information for any account within five (5) business days of Contractor being aware of any changes. EMS will likewise send updated information to Contractor for any account that is placed with Contractor within five (5) business days.

MSB will provide any updated address information for any account within five (5) business days of being aware of the change, as requested by the City as well as provide this information in our Client Portal.

3.10 Contractor shall have the ability to handle Spanish speaking customers both verbally and written.

In a diverse culture, effective communication between our collection staff and debtors is paramount. Bilingual personnel and bilingual correspondence help overcome language barriers in order to help debtors find reasonable solutions to financial hurdles. MSB is uniquely positioned by employing a collection staff that is over 60% bilingual (English/Spanish).

MSB has a contract with a company called Transperfect, a translation management solution that will give us access to more than 70 languages. This will allow us to talk to all debtors regardless of their language spoken.

3.11 Contractor agrees that collection fees based on their commission shall not exceed revenue collected for EMS. See Section 0600 Proposal Preparation Instructions M. Part XIII – Cost for additional information.

MSB has read, understands and agrees with this statement.

3.12 Contractor shall provide written acknowledgement of receipt of referred accounts is received by the City. Email is acceptable.

MSB will continue to provide written acknowledgement of receipt of referred accounts as requested by the City.

3.13 Contractor shall absorb any associated credit card processing fees.

MSB has read, understands and will comply with this requirement.

3.14 Contract shall have 10 business days to satisfactorily resolve any customer service, complaint, inquiry, and dispute unless EMS has been notified otherwise.

MSB has read, understands and will comply with this requirement.

3.15 EMS will randomly sample accounts and request all information from the account in order to verify that collection efforts are being performed. The Contractor shall have 10 business days to comply with this request.

MSB has read, understands and will comply with this requirement. This information is readily available in our Client Portal 24X7.

C. PART III – PROCESSES

Define in detail your customer service, complaint, inquiry, and dispute processes individually.

MSB is excited to continue offering the City a superior collection solution modified to meet your specific requirements. Our solution marries sophisticated, advanced technology with our extensive experience in providing collection programs exclusively to government entities.

MSB has developed and implemented hundreds of debt collection projects, giving us the necessary tools to **provide the City best-in-class collection procedures**. MSB has the ability to perform the necessary functions to provide a compliant collection program which maximizes recovery including:

- Open communication in order to coordinate collection services;
- A sophisticated computer hardware and software system which accepts and accommodates the necessary data on the City's accounts;
- Initial and follow-up training to all employees encompassing all areas of collection activities, as well as all laws and regulations governing such activities;
- Providing assurances that MSB is operating within the laws and regulations governing collector activity; and
- Contacting the City's debtors and requesting payment or providing appropriate instructions to their remaining options in a professional and business-like manner.

By implementing the collection services offered by MSB, you can achieve the following goals:

Increased Revenue - **MSB generates revenue** by collecting delinquent fines, fees and costs that would otherwise go uncollected. MSB has the ability to address each and every account evenly and consistently – virtually regardless of the location of the debtor.

Decreased Liability - MSB indemnifies all clients against our actions and maintains substantial errors and omissions liability insurance and bonds. We **reduce the City's liability** and exposure by utilizing MSB's services.

Virtual Staff - MSB's resources and **personnel are utilized without allocating additional City funds**. It's like having additional staff working along with the City's staff.

Premier Technology - The City can leverage technology by benefiting from **MSB's highly automated, advanced solution**. MSB has the assets in place to immediately offer the City sophisticated, state-of-the-art, reliable software and hardware resources as well as the skilled personnel necessary to meet the desired goal.

Collection Work Plan

MSB will make all possible attempts to locate and collect on all accounts placed with our office by the City. In addition **we will work the accounts as long as they are with us**. MSB will use all available resources including but not limited to:

Call Center Resources

- Skip tracing for new contact information
- Collection letter series
- Predictive dialer which enhances productivity
- Agent free, interactive, background dialer for additional phone calls and maximum coverage
- Outbound and inbound collection calls
- Toll free telephone number
- **Extended evening and weekend hours totaling 89 hours:**
 - 7 AM to 11 PM CST Monday through Friday
 - 8 AM to 5 PM CST Saturday
- Use of collectors specifically trained to collect debt accounts
- Bilingual assistance (over 60% of collection staff)

Phase I: Initial 60 Days

- Once the account is placed with MSB, it is loaded onto our CRS collection system and is called on a regular basis until contact is made for payment. An initial collection letter, approved by the City, will be sent on all files outlining all fines and monies owed.
- The collection letter will provide a toll free telephone number, detailed description of the obligation and how to pay.
- All accounts with potential contact numbers will be loaded into our Interaction Intelligence Inc. v2.3 (ININ) predictive auto dialer. Attempts to contact the debtor will occur every three days at a minimum.
 - The dialer allows MSB to build call campaigns based on key account factors (i.e. City demographics, regional collection statistics and specific account types and balance ranges) to allow for best potential contacts.
 - MSB will provide general account information to the City's debtors, note any contact information changes and determine debtor indigence.
- Any account that does not have a potential contact number, found to have a bad phone number, or marked with mail return will run through our batch skip process.
 - Batch skipping is done using 1000's of national data bases to help locate new contact information for the debtor.
 - New addresses, home, work, and cell phone numbers may be returned to our collection system and special call campaigns will run in an attempt to contact the debtor.
- All new potential contact information will remain in our CRS system and contact attempts via mail and phone calls will continue. The City will have real time, online access to their accounts to review collector comments, collection activities and updated contact information.

Phase II: Days 61 – 240

- All of the City's accounts which remain outstanding will receive additional collection notices during this time period. This is a progressive letter series in which each letter will carry stronger language.

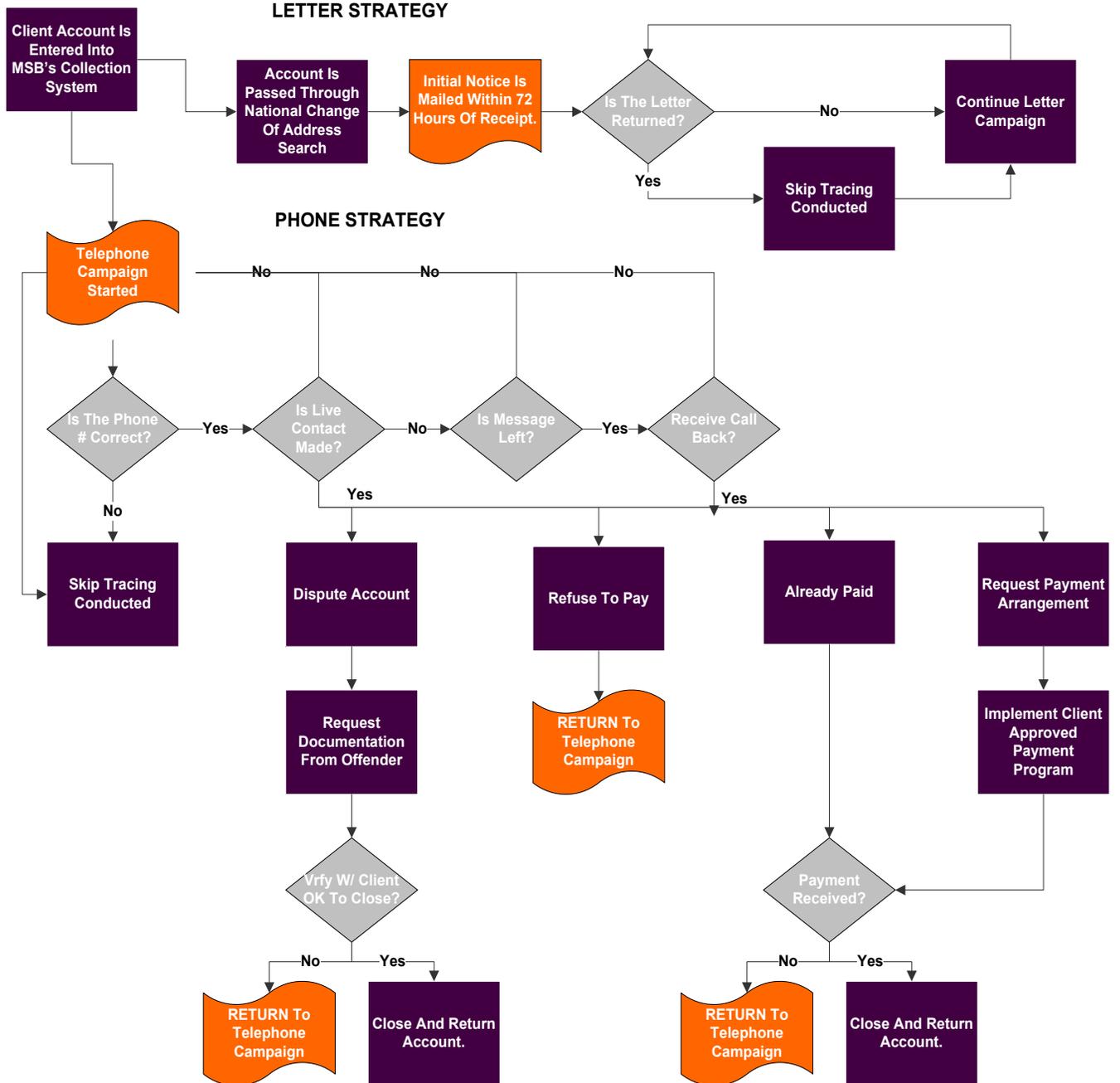
- Collection efforts on our predictive dialer, interactive dialer, and manual calls will continue on all accounts that have good contact numbers.
- Skip trace efforts on accounts without contact information will continue.
- Manual skip efforts will take place as needed in an attempt to find new contact information on any account that does not have a telephone contact or has a mail return flag.

Phase III: Day 241 – End of Contract

- Periodic additional collection notices will be mailed as needed.
 - Special mailing campaigns will be created to increase payments.
- Continued collection calls will be made on all accounts with good contact numbers.
- Skip tracing continues. Once new contact information is found, calls will begin again.

Please reference a detailed collection flow chart on the following page:

Collection Flow Chart



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Locating Debtors

Please read below for a detailed description of our address management and skip tracing procedures.

Address Management Services

MSB's integrated systems can scrub debtor names and address data, enhance address information via Zip+4 appends, USPS FASTforward System Change of Address (COA) lookups, as well as **National Change of Address (NCOA) lookups**. This is done on each account submitted to MSB.

MSB's Address Management process is part of our family of products, all of which share comprehensive operational reports and statistics. These include costing reports tailored to debtor requirements and extremely fast processing turnaround times.

Key benefits of the Address Management process are:

- Automatically replaces address on file with the forwarding address, resulting in:
 - Faster delivery and fewer mail returns, accelerating recoveries
 - Updated address upon which to base automated skip tracing look-ups
- Name and address standardization reduces mail returns due to data quality errors
- Enhancement of the address "last line" via spelling corrections, USPS City mapping, and Zip+4 appends for USPS CASS certification
- COA lookups on all records via USPS FASTforward's 12-plus month database
- NCOA lookups on all FASTforward "no-hits," extending the Change of Address lookup to 3+ years Identification of "Known Bad Addresses," with ability to provide automated services on these debtors.

Skip Tracing

MSB anticipates that many accounts submitted will require extensive skip tracing efforts. Skip tracing is an industry term describing the various processes used in an attempt to locate a person whose current address or telephone number is unknown. Without a successful skip tracing program, collection results are significantly lower. You cannot collect from someone you cannot contact.

Once the phone number or address is determined incorrect, skip tracing procedures begin. **Skip tracing is conducted on a local, regional and national basis. The schedule is ongoing on a monthly, quarterly, and annual basis as long as we have the account.** Efforts include:

1) Data Providers: MSB has the ability to utilize the following vendors who supply NCOA programs as well as our own database of mail return information. Online access to these providers is linked to our internal intrashare website for collector's convenience when they are skip tracing. MSB has access to billions of data sources through the following:

- Accurint (LEXIS NEXIS)
- Acxiom
- ChoosePoint
- DirectoryNet
- Dolan
- FastData
- MasterFiles
- RiskWise
- Verifacts

2) Additional skip tracing resources may include the following:

- Multiple State and National Directory References
- Address Correction Deposit on file with the Postmaster
- Credit Bureaus
- Utility Records
- Driver's License Database

3) Cross Referencing of City's Accounts Against Our Proprietary Database

All accounts submitted to MSB with outdated information are skipped to locate the most recent and accurate information. The accounts are continually re-skipped on a monthly, quarterly, and annual schedule in an effort to maintain the most current contact information in account they move or relocate over that time. If a debtor is contacted on one account, the collectors will do an extensive system search to verify if any additional debts are owed. All accounts are updated with the latest information.

Batch Skip Tracing Services

MSB's batch skip tracing process effectively skips millions of accounts at one time. The process is developed and engineered to provide the most accurate information for difficult to find debtors. Every account referred to MSB without valid contact information will go through the same skip process. Features include:

- Electronic Directory Assistance (EDA)
- Phone and SSN Append
- Phone Dedupe (If a number is marked as bad, it is not returned as a good one, nor is it kept in the search)
- Best Address
- Best Address Dedupe (If an address is bad, it is not returned as good and it is removed from the search)
- Credit Header with Credit Bureau (Results in more right party contacts rates, higher levels of verification and fraud detection.)
- Full Header

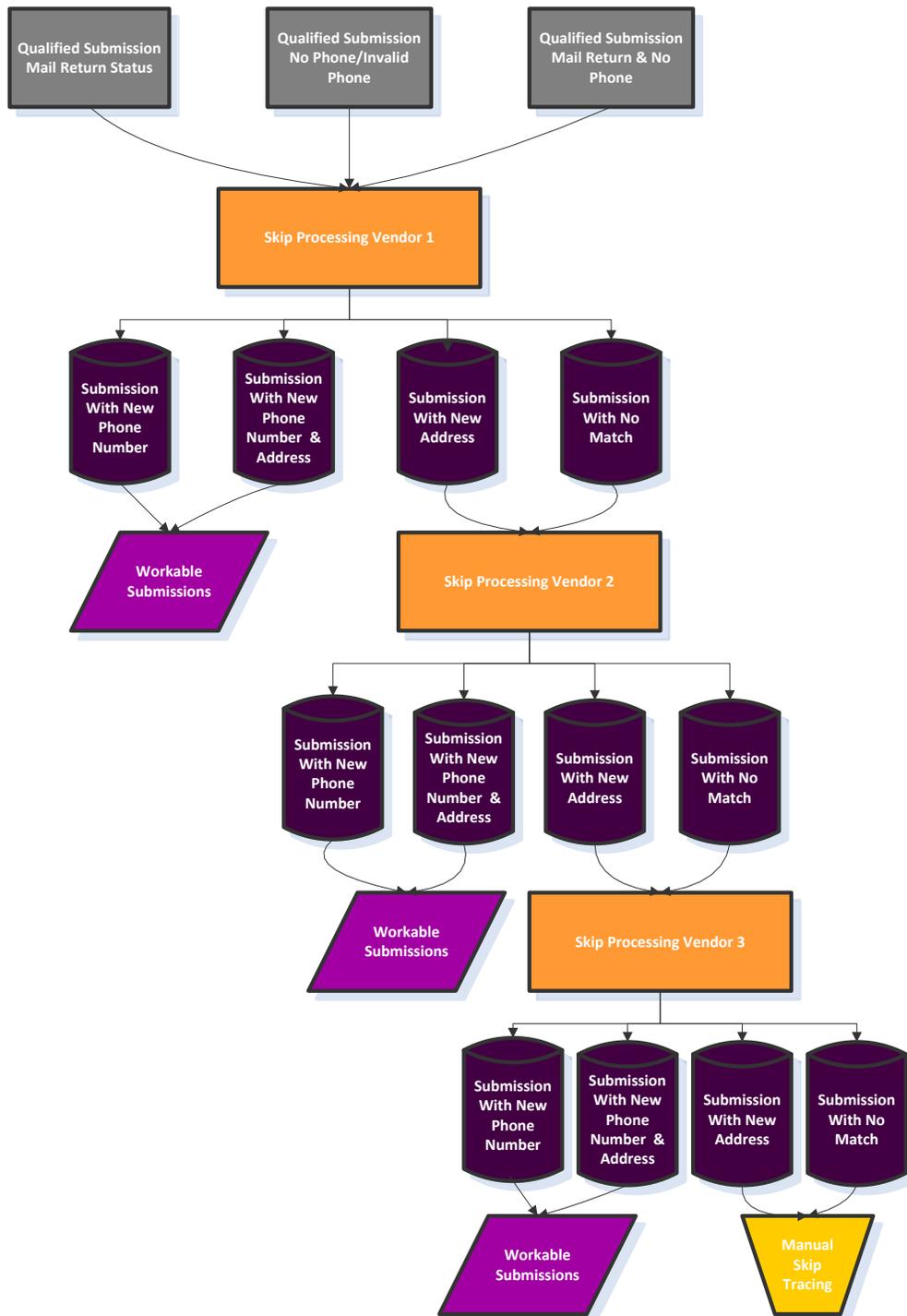
MSB accesses 6.8 billion records from over 30 sources to locate correct contact information including:

- Bankruptcy Filings
- Vehicle and Voter Registrations
- Driver's License Numbers
- Utility Information
- Phone Records

MSB employs a waterfall process for batch skip tracing including:

- Applying multi levels of skip processing to improve overall Right Party Contact (RPC) results
- Waterfall effect utilizing up to 3 skip batch vendors ranked by best Right Party Contact percent
- Manual skip tracing for remaining submissions with unattainable contact information via batch processing will be available
- Tracking and reporting to be designed for ongoing analysis

A flow chart illustrating our waterfall skip tracing process is provided on the following page:



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Predictive Dialer Technology

The Interactive Intelligence Inc. (ININ) is a system that automates the dialing process within a call center environment. The system dials telephone numbers downloaded from MSB's database and detects an answered call. The system filters out calls with no answer, busy signals, and disconnected numbers, and passes only answered calls to the collector. The collector may also leave messages.

When an individual is reached, the debtor's detailed account information appears on the monitor at the collector's workstation. The collector then updates the database with verified information such as new telephone numbers, place of employment, etc. Depending on the experience of the employee, the Dialer allows a collector to make approximately 200 contacts a day, amounting to a sevenfold increase in debtor contacts compared to manual calls.

When the Dialer reaches a disconnected number, the account is passed to the skip tracing queue. Once valid information is found, the account is put back into circulation.

A variety of strategies are in place to deal with each circumstance. For example, when the Dialer receives a busy signal, the system can be programmed to re-dial that number every 15 minutes thereafter until the line is connected. Also, if the call is not answered, the Dialer might continue to call every 60 minutes until someone answers.

A dynamic advantage of this system is the inbound/outbound feature. The Dialer keeps track of the number of collectors on the dialer system and the number of incoming calls. The Dialer equally distributes the incoming and outbound calls, leaving no unanswered calls.

MSB realizes the importance of *immediately* working accounts while the information (phone number, address, etc.) is still valid; therefore, we stress *quick activity*. However, MSB also understands that various circumstances prevent one from paying an obligation immediately. In many instances, changes in personal matters enable the individual to pay at a later date.

The Dialer generates individual reports pertaining to the performance of each collector. The Collection Manager evaluates each collector by the speed and

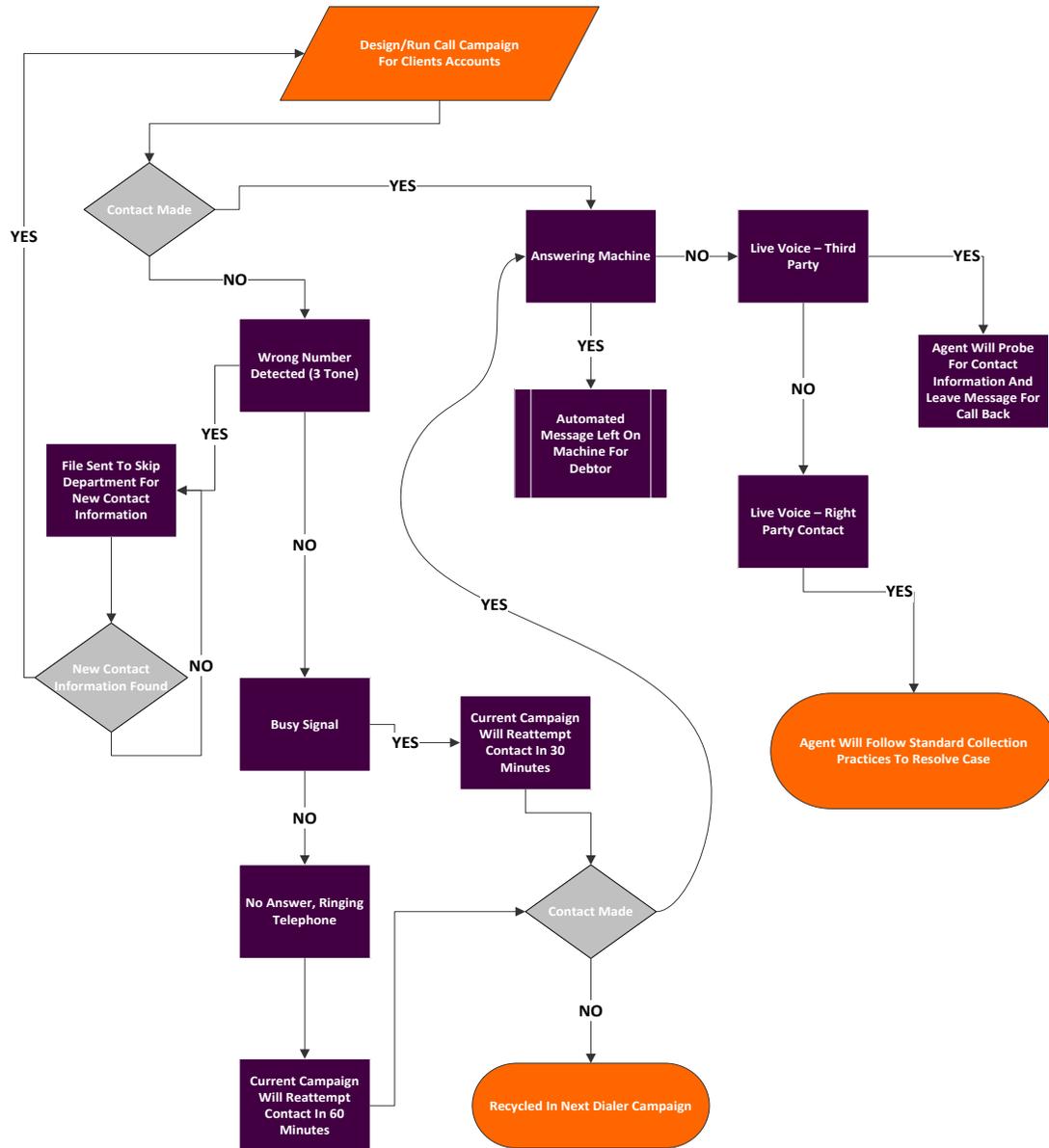
thoroughness of their work (based on experience). The Dialer generates statistical information in the following areas:

- Time the collector spent on the Dialer
- Productivity of time spent on the Dialer
- Number of messages left
- Messages left with a person
- Wrong numbers called by the collector
- Accounts updated with new location information
- Promises and refusals to pay
- Immediate payment made with initial contact via Credit Cards or Check by Phone
- Transferred calls from other collectors
- Supervisor reviews because of dispute

Please reference the Dialer Campaign Flow Chart below:

Dialer Campaign Flow Chart

MSB – Interactive Dialer



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Phone System

MSB utilizes a state of the art fully integrated VOIP phone system by Interactive Intelligence Inc (ININ). All calls can be shared with the City by e-mailing a wave file of the recorded conversation upon request. **All inbound and outbound calls are recorded and stored for a minimum of 2 years.**

The ININ Customer Interaction Center (CIC) offers the following advantages:

- Innovative Pre-Integrated Application Suite- The multimedia Automatic Call Distributor (ACD) gives MSB capability to manage calls, call processing, voicemail, fax and unified messaging to elevate productivity, performance, and customer service.
- ACD with Universal Queuing- This is a flexible automatic communications distributor for language, segment or skills based call routing to quickly get each call to the appropriate collector.
- Fully Capable Inter-active Voice Response System- MSB offers self-service options such as methods of payment to customers waiting in queue or calling after hours.
- Outbound Campaign Management- The Dialer pre-integrates to CIC to blend outbound campaign calls with inbound ACD calls. Once contact is made, the call is transferred to a collector.
- Recording, Scoring and Quality Monitoring- MSB is able to digitally record all collector inbound and outbound calls which involve client contact. Flexible scoring helps maximize collector performance, and simplify recording, file management and retrieval.
- Supervision and System Monitoring- The supervisory and collector system monitoring capabilities allow MSB to view all stats in one interface. MSB supervisors monitor these on several new 52" flat panel displays easily visible on the collection floor.
- Complete Workforce Management- CIC's historical ACD data is combined with projections for demand forecasts and scheduling to ensure optimal staffing, collector performance and service.

Telephone Techniques

Achieving contact with the debtor is equally important to the telephone techniques used to collect the account. Many debtors have multiple bills and multiple agencies contacting them for payment. **MSB's goal is to be the collector who the debtor**

decides to pay and the promise the debtor honors. MSB emphasizes being polite, courteous and professional to all debtors at all times.

The nature of the debtor has changed over the years. Debtors are better educated and more sophisticated than in the past, and they expect to be treated as individuals with unique circumstances and needs.

MSB develops our collectors to be effective listeners and communicators. This ensures that the MSB collector becomes the collector whom the debtor wants to pay and significantly increases the likelihood of promises kept by the debtor.

The MSB short-list of what makes a good telephone collector includes:

- Treating the debtor like a customer, with a customer service attitude.
- Suggesting ways for the debtor to overcome problems for payment so that the collector creates the feeling that they are on the debtor's team.
- Being a good listener to evaluate the debtor's willingness and ability to pay.
- Perfecting the negotiating process and paraphrasing what the debtor is saying so that a mutually acceptable solution is reached.
- Being assertive, not aggressive.

Our telephone calls are designed to help the debtor voluntarily resolve their obligation. **Bilingual assistance is provided to all debtors.**

Payment Options

MSB offers numerous options for debtors to satisfy their obligation to the City. In our experience, payments accepted directly on behalf of our clients achieve a higher collection rate. Debtors may choose from the following methods of payment:

- All major credit cards
- Debit cards
- Online payments, 24X7
- Electronic check over the phone (Vcheck)
- Money Gram
- Western Union Quick Collect
- Cashier's check/Money order
- Certified check
- Personal check mailed via USPS
- Walk in payments accepted at all ACE Cash Express stores nationwide

- **135 local Austin walk-in payment options including 7-11, CVS, Money Box and Wal-Mart locations**

Executing Payment Plans with Debtors

MSB's initial recommendation to the debtor will always be to resolve their obligation by payment in full. In the event a debtor has multiple accounts which they cannot pay in full, an effort will be made to have them pay the first account in full, then the second and so on. MSB never compromises the amount due without written authorization from clients.

MSB's collection software automatically flags individuals who have broken payment commitments within three working days. These accounts are noted with a special status code, indicating a broken promise to pay by the debtor. From there, they are placed into a special dialer campaign, designed specifically to call and collect on accounts where promises to pay were broken.

MSB is able to provide payment updates to the City electronically.

Collection Campaigns

MSB knows that the City will rely on our efforts to set budgets and the revenue generated. In the event of a shortfall, MSB will work with the City to provide customized collection campaigns. Some of the campaigns we currently run are:

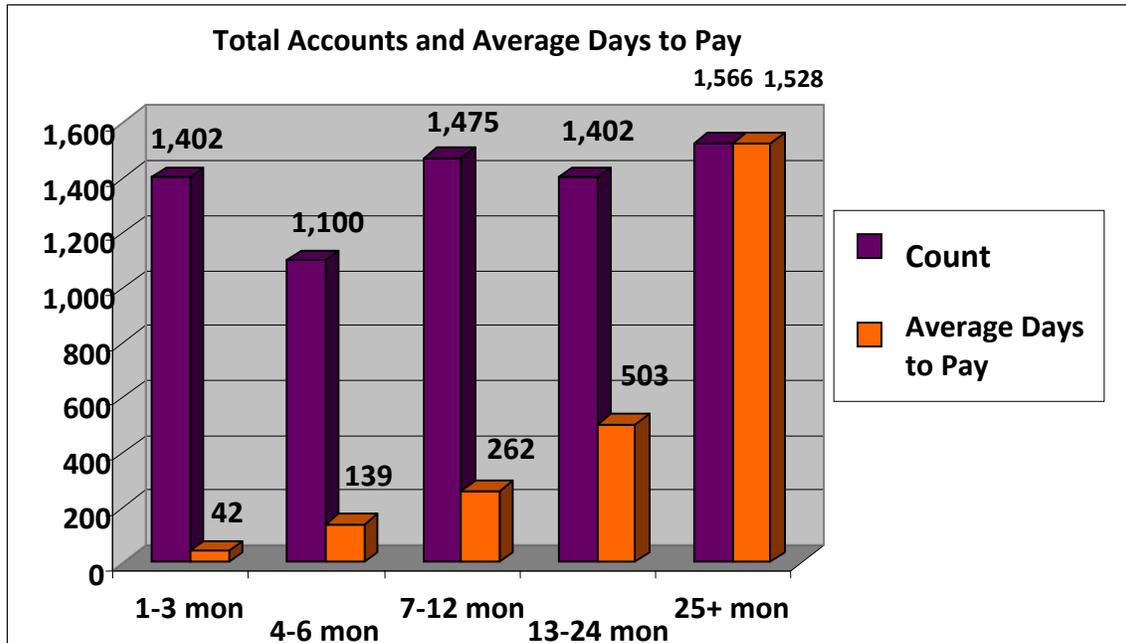
Tax Refunds

During "tax season", January - April, MSB makes additional contacts to all debtors in the system. MSB has found that many debtors have disposable income during this time frame due to tax returns. This campaign will help the City see increased returns. In order to maximize this time of year when debtors may have their only 'additional income', MSB sends specific tax letter mailings in addition to the general collection letter series. Our clients see as much as a 55% increase in their revenue collections.

Routinely Re-contacting Debtors

Re-contacting debtors while the account is outstanding yields results. This assures the City that your accounts are continuously being worked. We've learned over the years that a Debtor's financial situation is very fluid and usually changes for the better as they mature, therefore, MSB never stops working an account. **The**

collection rate increases dramatically over time as you continue to collect on older accounts.



The graph above demonstrates our ability to collect on "aged" accounts. The purple bars are the number of accounts paid in that timeframe and the orange bars are the average days to pay.

For example, 1,566 accounts that had been with MSB for 25+ months (although their actual age is over four years old) were paid. You can compare this with the 1,100 accounts paid that had been with MSB for 4-6 months. In summary, the majority of accounts paid (23%) are in the oldest age category. This is statistical proof that we have success with aged accounts.

Call Monitoring

The majority of our personnel who will be devoting their time to the City's collection project will be our collection staff. MSB is dedicated to hiring, training and retaining quality employees, and our Quality Assurance Department effectively manages ethical collection practices.

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Frequency

To maintain a consistent level of quality, a set number of “monitorings” must be performed for each collector on a weekly basis. The following numbers are to be followed to maintain that level of quality:

- QA Monitor is required to complete 2 “monitorings” per collector
- Team Lead is required to perform 1 monitor per collector
- Supervisor is required to perform “monitorings” on an as needed basis, i.e. client requests and quality purposes

Tracking Reports

The call monitorings are tracked by a daily tracker and reported to the Collection Manager on a weekly basis. Data is uploaded from the Web Service Portal and is analyzed for reporting frequency and quality trends, which may dictate additional monitorings for collectors who are displaying deficiencies in their quality of service.

Assessing Collector Performance

The ACD Report is used to track Collectors’ call statistics. This report is distributed daily to Managers, Supervisors, Team Leads, and Collectors so that they can track expectations and goals. This report contains the following information for Collector calls:

- Number of calls presented
- Number of calls answered
- Number of calls abandoned
- Number of calls qualified
- Collector call talk times (average daily, weekly and monthly)
- Collector CPH (Calls Per Hour)
- Wrap up time (time after each call to complete notes, etc.)
- Percentage of paid time versus active call time

Assessment of collectors’ call statistics along with the Zero Tolerance Policy and the Attendance Occurrence Policy are all indicators of the performance of the collectors.

Daily, weekly and monthly reports are used to measure the overall performance of the Collection Department. These reports provide a measure of how the department as a whole, as opposed to the individual collectors, is performing. These

reports allow for the comparison of day-to-day, week-to-week, and month-to-month data for continuing evaluation of the department's performance.

Follow All Applicable Statutes

MSB is known for its ethical collection services while maintaining stringent compliance with all legal practices and contract provisions. This includes the following practices:

- Member of The Association of Credit and Collection Professionals (ACA International)
- Adhere to ACA International's Strict Code of Ethics
- Collector's Pledge Signed by All Staff
- Compliance with All Federal, State and Local Laws
- Fully Insured

MSB is compliant with all federal, state and local laws and will maintain this status throughout the contract period. Furthermore, MSB shall conduct work done under this contract in strict compliance with all applicable laws related to the collection of government receivables and shall maintain all licenses according to industry standards.

As with all of our clients, we are cognizant of the evolving changes of collection laws and will adjust our practices as necessary to maintain compliance throughout the term of the contract. Our training program educates MSB's staff on current legal guidelines, and our management team provides on-going notification of new laws and regulations in order to maintain compliance.

More than simply complying with all federal, state, and local, we proactively maintain a compliance program that promotes prevention, detection and resolution of any instances of non-compliance.

The collection industry is a sensitive business, in which financial issues affect our clients, their debtors, our corporate reputation and our employees. MSB's clients can depend on the services we have contractually agreed upon being in accordance with all laws and the highest standards of ethics.

Complaint Policy and Procedures

Complaints will be handled immediately. If a dispute cannot be resolved by telephone, MSB will respond in writing to any individual that requests such a response. If a debtor states that the account was previously paid, etc., we ask the individual to provide the necessary documentation to support their claim. Upon receipt of any documentation, the account is placed on “hold” and forwarded to the City or dealt with as per previously agreed-upon instructions. Upon clarification, the debtor is notified of their claim’s acceptance,, of a new balance or of the fact that their claim was denied. MSB also has a debtor web portal where debtors can upload dispute information and submit complaints.

In order to resolve a dispute as quickly as possible, MSB records 100% of all outbound and inbound phone calls. In addition, we store the data for two years to ensure that we have adequate access to historical data in the event of a problem. Most agencies do not record calls nor store the data for multiple years. MSB’s confidence in its processes and trust of its employees provides the City open access to all call data at any time for review The recordings are also used for training and, if necessary, disciplinary purposes. Our Quality Control Department regularly monitors all calls to ensure our collectors are maintaining compliance with all state, federal and local laws as well as all client regulations.

MSB Standard Complaint Handling Procedures

- Payment made to client
 - Verify in Collections Resource System (CRS) of any payments made
 - If no payment made, contact client for balance due
 - Send debtor letter stating balance
- FDCPA
 - Obtain validation of debt or invoice from client
 - Give letter to compliance officer
- Attorney Accounts
 - Give letter to compliance officer
 - Inform client
- Dispute Balances
 - Search CRS for proper data (account is active, name, SSN, DOB)
 - Contact client about the dispute
 - Send letter to debtor to contact client

Escalated Complaint Resolution Policy

In the rare event that MSB receives written notification of a debtor dispute via the Better Business Bureau or a similar debtor advocacy organization, any law office, any state government agency, or the Federal Trade Commission, the following procedure is implemented:

- The complaint is forwarded to the Compliance Officer for review. Based upon the review, the Compliance Officer forwards the complaint to the pertinent department for a full investigation. In the event the dispute is from the Federal Trade Commission, the complaint is forwarded to the Director of Operations for investigation.
- There is a thorough investigation conducted, based upon the nature of the complaint. For example, if a debtor claims that they received a call after 9pm and in violation of FDCPA, all call records are retrieved from the dialer for review to ensure that no calls were placed outside of the allowed time frames. If a debtor claims they are being harassed, all recordings of all calls to that debtor are retrieved and reviewed by senior management. **All calls are recorded and kept for a period of two years.**
- Results of the investigation are forwarded to the Compliance Officer who will then render a determination as to whether MSB is or is not in violation of FDCPA, FCRA, and other laws. Appropriate actions taken are:
 - If MSB is in compliance with all applicable laws, the organization/agency which forwarded the complaint is notified that MSB has reviewed the account and determined that it acted in accord with regulations. In the account of government agencies, all requested evidentiary support is provided. The account is closed internally.
- MSB is aware that complaints may not arise for weeks, months, or up to a year from the date of occurrence. As such, call recordings, dialer records, transaction paperwork, and all records as they relate to collection operations are retained for a period of no less than two years. Financial records are retained for time periods specified by the Sarbanes-Oxley Act and SSAE No. 16 audit requirements.

Escalation Training

As the economic climate declines, debtors are becoming more disgruntled. In order for our customer service representatives and agents to avoid being drawn into a debtor's anger, MSB has implemented a unique course to train our staff to de-

escalate calls. The collectors are trained to deal with an individual's emotional issues allowing them to shift the conversation to solving the problem at hand – collecting an outstanding obligation. If the debtor is too upset to assist in solving the problem, staff is trained to transfer a call to another customer service representative or team lead. The process continues to the next collector who can then escalate the call to a supervisor if needed and finally to the Collection Manager. It is paramount that our collectors remain professional and ethical at all times regardless of what a debtor may say to them. Our number one goal is accountability and respect.

Computer Network and Security

Information Technology (IT) has become critical to the operations and overall success of the collection process. Having realized the benefits of IT, MSB continues to invest heavily in the latest technology, qualified personnel, and the training necessary to support the infrastructure. MSB's systems are all designed and engineered for high availability, accuracy, security and future growth. **Recently, MSB has invested millions in IT related resources** including computer/network equipment, software and telephony.

MSB's IT department recognizes the complex data transfer requirements and offers solutions based on the most efficient manner for our clients. We will work closely with your staff to implement our services and have technical support available every step of the way. Please read below for a description of our IT resources and security measures.

IT Staff

MSB employs highly skilled IT professionals and managers with proven industry experience. This talented IT team stays abreast of new technology by both company sponsored training events and a strong personal desire to stay ahead of the industry.

MSB's IT employees' academic and professional credentials include:

- Masters of Science, Management Information Systems
- Bachelor of Arts, Computer Science
- Bachelor of Science, Math and Computer Science
- Bachelor of Business Administration, Management
- Microsoft Certified System Engineer (MCSE)

- Oracle Certified Associate (OCA)
- CompTia A+ Certification
- Windows XP Deployment Certification
- Interactive Intelligence Dialer Certification
- Interactive Intelligence Center Handler Developer Certificate
- Interactive Intelligence Administrator Certificate
- Microsoft Certified Database Administrator (MCDBA)
- Cisco Certified Network Associate
- Cisco Certified Network Professional (CCNP)
- Computer Information System Security Professional (CISSP)
- DoD Information system security officer (ISSO)
- Digital forensics Certification
- Certified Ethical Hacker (CHE)
- Tenable Certified Nessus Auditor (TCNA)
- IBM Certified Deployment Professional (TSM/Disaster Recovery Professional)

To ensure the highest standard of security, MSB has partnered with an independent network firm to monitor and audit our network connectivity from end-to-end. This joint effort helps prevent the following:

- Denial-of-Service Attacks
- Unauthorized Access
- Confidentiality Breaches
- Data Diddling
- Data Destruction

These tests are performed internally as well (weekly) with industry standard penetration tools such as Tenable Network Security Software – Nessus.

Cloud Environment

MSB moved all production servers to a privately, managed cloud infrastructure in a fully redundant, high availability environment. All physical servers have been virtualized giving us the ability to scale and move servers instantly. The cloud environment is also replicated to a host stand-by data center which is then replicated to another datacenter in another geographic location for disaster recovery purposes. Storage is baked into the cloud infrastructure and is replicated in the same fashion as previously described.

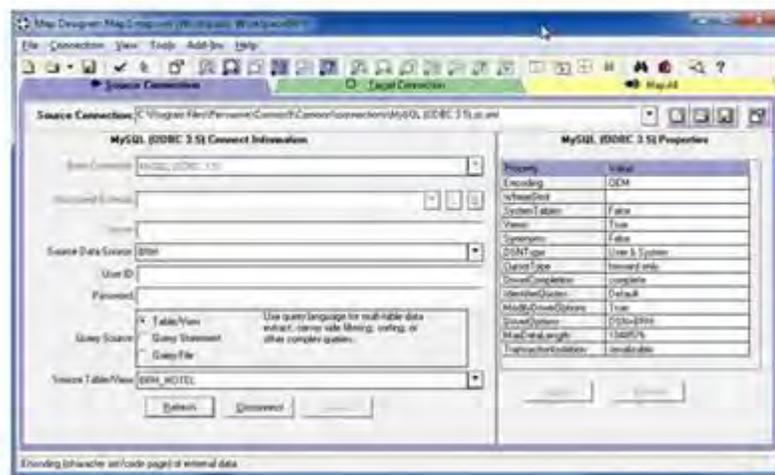
Cloud environment



Pervasive Data Integrator

MSB's Data Integration Tool allows for rapid development and design through drag and drop methodologies.

Pervasive ETL Tool



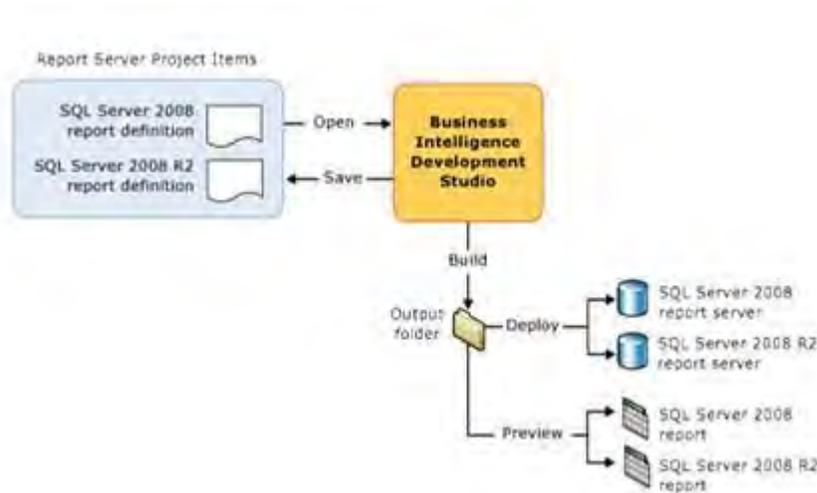
Advantages over Standard Programming

- Minimal Code to program
- Typical new accounts implementation is less than 2 hours of design time
- fewer bugs and less testing time

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Microsoft Reporting Services

- Microsoft Reporting Services and Integration Services (for outbound data extracts)
- Rapid Development of Custom Reports and Custom Export Files
- Easy Set-up of Automated Emails on any Schedule



Account Management

With hundreds of municipal departments across the nation, MSB has developed an extensive background in Pervasive ETL development. Pervasive provides our organization with the ability to do data conversion to any format or application target. Some of the more common file types we currently receive from clients include: XLS, CSV, TXT, and XML.

Collection Software

MSB selected CR Software as our enterprise-wide Collections Resource System (CRS). CRS automates all the fundamental functions of our collection operation, from new business data entry through month end processing. With CRS, we have streamlined our collection operations by taking advantage of its automatic broken promise processing, payment processing, cash posting, collector productivity management, client status reporting and client analysis reporting.

CRS maintains a record of all account activity, including placement data, payment history and collection attempts. In addition, the system is a real-time, online

system; therefore, accounts are immediately updated when a collector performs any action on an account. This information is then available for our client to review. Recently, MSB completed an upgrade of our system to CRS Titanium.

Network

Of late, MSB upgraded the entire network infrastructure from start to finish with new state of the art Cisco equipment as well as new network cabling. MSB has partnered with Time Warner Telecom and Global Crossing for internet connectivity and has fully redundant multi-megabit connections should an outage occur. Additionally, all our network hardware support contracts are renewed on an annual basis for each networking device, thus ensuring 99.98% availability.

To ensure the highest standard of security, MSB has partnered with an independent network firm to monitor and audit our network connectivity from end-to-end. This joint effort helps prevent the following:

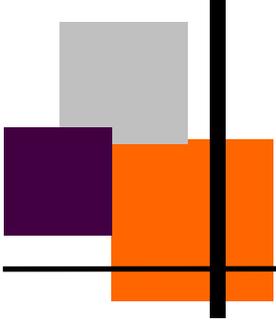
- Denial-of-Service Attacks
- Unauthorized Access
- Confidentiality Breaches
- Data Diddling
- Data Destruction

Remote Monitoring of Server Room Conditions

MSB purchased an environmental monitoring appliance to keep a close eye on our server room and allow us to remotely monitor physical conditions. We initially installed it to monitor the generator and fire system, but decided to include a room temperature and flood sensor for additional protection. We are immediately notified via a text message and email alert when a preset threshold is hit.

Levels being monitored include:

- Room temperature
 - Internal (temperature sensor within the device)
 - External (additional sensor near the back of the server racks)
- Room Humidity - Internal (Humidity sensor within the device)
- Smoke – Smoke sensor
- Flood – Spot water sensor near the network rack



- Main Power – Monitoring the main power of the building (power not connected to UPS)

Environmental Controls

Datacenter environmental controls are strictly maintained and monitored via electronic means as well as physical inspection.

Cooling – Data equipment cooling is achieved with two separate, independent cooling systems. These cooling systems are designated as primary and failover, this designation is alternated daily in MSB’s effort to ensure the operation of each system. In the event that the primary cooling system fails, the secondary or backup system automatically assumes the role of primary system. These cooling systems are regularly tested and inspected

Electricity – Datacenter electricity is closely monitored and regulated any spikes or sags in commercial provided power are buffered by a datacenter UPS system which acts as a primary source of power in the event of power failure. The UPS system is further backed up by a system of generators that are set to automatic start in the event of power failure. The datacenter is equipped with a master power cutoff switch located inside the datacenter near the primary exit. This cut off system is designed to cut all power to the datacenter in the event of an electrical emergency however it must be manually activated.

Fire Detection / suppression – Fire suppression in the datacenter is accomplished utilizing FM 200 (heptafluoropropane (HFC-227ea)); sold under the fire industry trademark FE-227™. Unlike other fire suppression alternatives, the FM-200 fire suppression agent does not leave behind any oily residues, particulates, water, or corrosive materials. Thus it would not cause any collateral damage in the event it was activated.

Workstations

MSB recently refreshed 311 computers with brand new Dell Optiplex Small Form Factor workstations and Dell 17” flat panel monitors. In addition to these workstations freeing up desk space for the collectors to work, they also have the capacity to handle the new voice over internet protocol (VOIP) headset and soft phone software.

Interfaces

MSB's working knowledge of numerous technologies and extensive experience interfacing with clients allows our in-house staff to seamlessly adjust to each client's interface specifications. MSB will work with you to determine the preferred means of communicating including: phone, email, fixed format, comma-delimited and paper report. The following are samples of the technologies that we have experience working with:

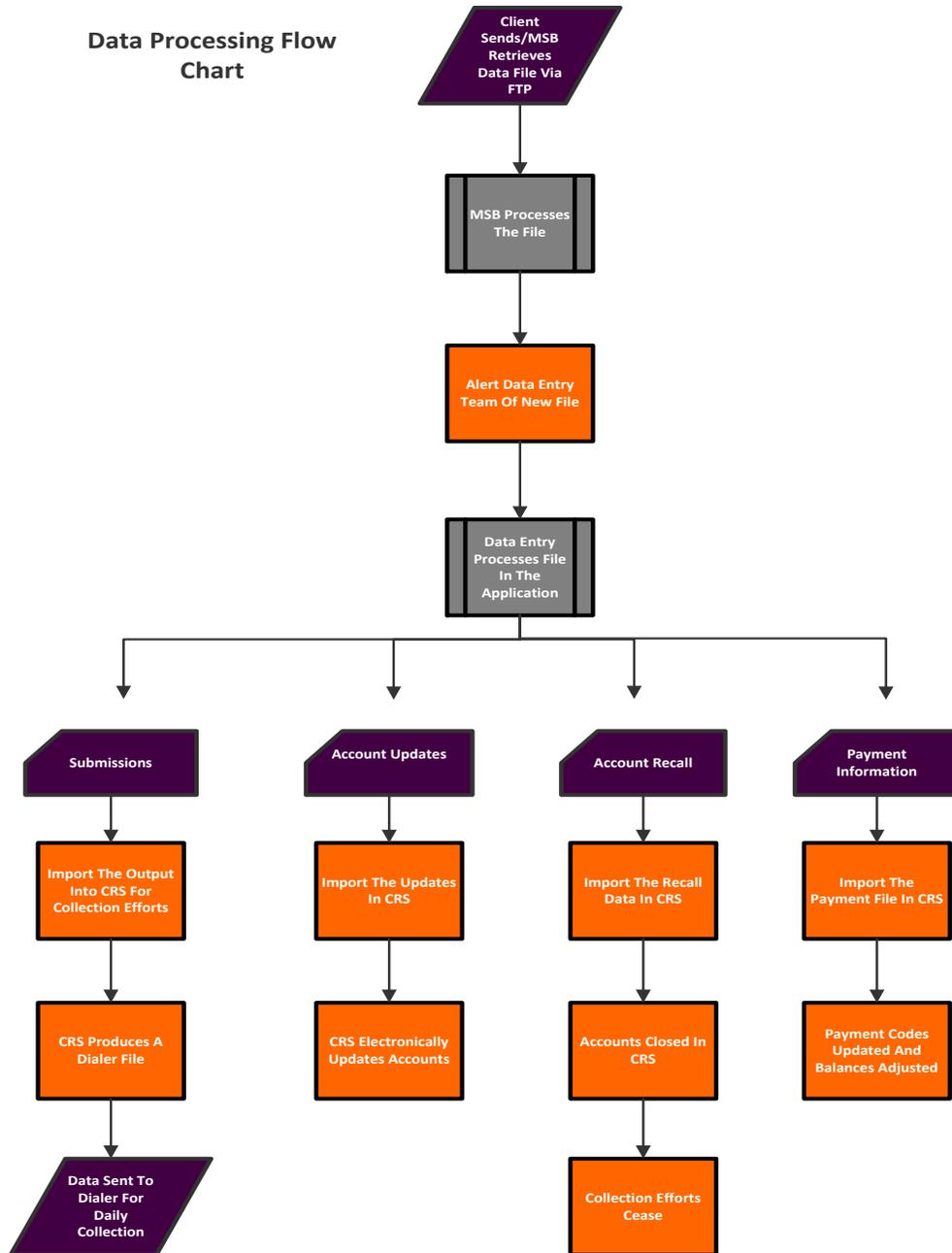
- Linux
- C
- C++
- C#
- .NET
- Visual Basic (VB)
- Scripting
- Automation
- Java
- XML

The frequency of data transfers can be made: daily, weekly, monthly, and annually or any City-determined time frame. We have found that clients who submit on a regular schedule realize higher collection results.

Information Flow

The flow chart below outlines our electronic data processing process:

Data Processing Flow Chart



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Back-up Capabilities

Backups are performed nightly to an EMC Avamar VTL system that is replicated to a larger grid in New Jersey. MSB is able to instantly restore any file that has become corrupt, damaged, deleted or otherwise rendered unusable. The entire CRS server is backed up on a nightly basis, 7 nights a week, on the Avamar and is replicated off-site. All call recordings are maintained for a minimum of two years Record Archival

Record Archival

MSB maintains accounting records in accordance with generally accepted accounting principles. MSB utilizes the Dynamics/Great Plains accounting system which is a Microsoft based application. The system provides detailed financial management options that range from general ledger, accounts payable, and accounts receivable modules to bank reporting, cash flow management and easy reconciliation.

All call recordings, dialer records, transaction paperwork and all records as they relate to collection operations are retained for a period of no less than 2 years. Financial records are retained for time periods specified by the Sarbanes-Oxley Act and SSAE 16 audit requirements.

Disaster Recovery Plan

MSB maintains a comprehensive disaster recovery plan. Highlighted in this plan include data backups and server availability. Tape backups of all corporate data are performed on a daily basis and are shipped weekly to Iron Mountain for secure offsite data storage. Server availability is maintained by providing redundant servers for the company's most critical application. Through a 15-member peer group of which we are a member, reciprocal recovery efforts are guaranteed in the event there is a loss due to fire or an act of God. MSB maintains an Agility partnered solution for a **fully operational collection center within 48 hours of a natural disaster**.

Virus Protection

MSB understands the importance of protecting both internal systems and client systems by utilizing McAfee Enterprise Edition v8.0.0 virus scan engine on every desktop and server. In addition, we protect our Microsoft Exchange E-mail Servers with McAfee Group Shield. Virus definitions are updated daily to maintain optimal protection and our contract with McAfee is renewed annually.

Data Security

MSB adheres to very strict data security standards and has complied with the SSAE No. 16 SOC 1 Type II Audit. MSB will protect information from unauthorized use, disclosure or destruction through the observance of all federal and state information security and confidentiality laws. In addition to software security, MSB destroys all paper trash via a weekly pick up by a local document shredding company.

All employees sign a confidentiality agreement upon hire. **Employees must agree to maintain the confidentiality of Confidential Information** and not to disclose, duplicate, copy, transmit or otherwise disseminate or permit such information to be used, disclosed, duplicated, copied or transmitted.

Email Data Security

With evolving security issues such as spam, viruses, hacking and data loss, it is imperative that businesses protect their email infrastructures. MSB utilizes fully redundant Cisco IronPort Appliances to secure their email environment. The following are examples of email security measures in place at MSB.

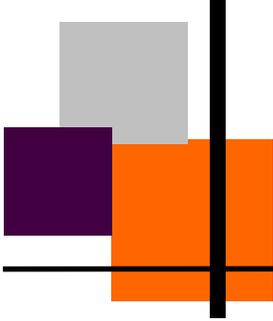
IronPort Reputation Filters™ provide an outer layer of defense utilizing *IronPort SenderBase®* data to perform a real-time email traffic threat assessment and identify suspicious email senders.

IronPort Anti-Spam™ Filters combine best-of-breed conventional techniques with IronPort's breakthrough context-sensitive detection technology, to eliminate the broadest range of known and emerging email threats.

IronPort Virus Outbreak Filters™ stop viruses before they even enter our network by identifying and quarantining suspicious email—hours before traditional virus signatures are available.

McAfee and Sophos Anti-Virus technologies provide additional, fully-integrated layers of protection – enabling the industry's broadest and highest-performance virus scanning solution.

IronPort Email Encryption protects confidential data, using *IronPort PXE™* technology to enable simple, secure two-way communication with any email recipient. **Email Security Monitor™** delivers real-time threat monitoring and reporting. This technology tracks every system connecting to our IronPort appliance to identify Internet threats (such as spam, viruses and denial-of-



service attacks), monitor internal user trends and highlight compliance violations.

Integrated Content Scanning technology enables easy-to-manage enforcement of regulatory and acceptable use policies and protection of intellectual property, based on the content of messages and attachments. Turnkey PCI, HIPAA, SOX and GLB solutions are available with this feature.

Compliance Quarantine provides delegated access to emails that have been flagged by the content scanning engine.

IronPort Bounce Verification™ signs the return address for outgoing mail – allowing filtering of legitimate bounces from fraudulent bounces by the existence of the correct signature.

Network Penetration Testing

MSB contracted network experts, Spohn Consulting, Inc., to perform quarterly network penetration tests. These quarterly security assessments identify potential vulnerabilities. They also improve security for client's information, MSB's systems, networks and facilities within perimeter devices, network security controls and enterprise security.

Laptop and Data Security

MSB installs Computrace® Plus by Absolute® Software on every laptop issued to our employees. This commercial version of Lo Jack provides IT asset management, data and device recovery and theft recovery services. MSB has the ability to remotely delete data if a laptop is stolen or missing. MSB has the ability to freeze the computer, preventing its use until it is recovered.

Physical Protection

MSB's offices are secured with a monitored alarm system that utilizes motion detectors, door sensors and panic buttons. All visitors are required to register at the receptionist's desk and must be escorted by an MSB employee. Employee access to the facility is controlled by a logged access token (key fob). The IT data center requires a special secured access token, which is created and monitored by our Information Technology Department.

Management Reports

MSB acknowledges the need for a cooperative effort and open communication in regards to reporting collection data to the City. Below is a description of our reporting procedures:

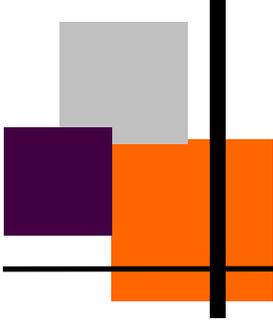
During the Implementation Phase, the following items will be identified for discovery between the City and the MSB Implementation Team:

- Establish Detailed Requirements for all Reports:
 - Develop, Deliver and Approve
- Establish the City's Preferred Method of Report Delivery:
 - Mail, Email, FTP, SFTP
- Establish the City's Preferred Format for Reports:
 - Excel, PDF, CSV, Flat File, Crystal, Other
- Establish the City's Delivery Schedule for each Report Required:
 - Daily, Weekly, Monthly, Quarterly, Annually
- Determine the City's Reporting Distribution List

MSB's client management team is responsible for generating and specializing reports to suit your needs. The timeframe can be altered, although most have a pre-determined schedule depending on the type of report. MSB has the ability to create custom and ad-hoc reports as needed by the City. All reports can be provided daily, monthly, annually and/or contract to date.

MSB always maintains an "open door" policy for our clients. All of our reports and collection data can be inspected, including audits, at any time by the appropriate client representatives. All reports, including invoices, may be sent electronically. MSB is committed to fully cooperate with all audit inquiries and confirmation requests. MSB has the ability to generate all reports described in the RFP in the prescribed format and frequency. MSB has provided the following table listing the reports we have the ability to generate and a brief description of each including sample reports as **Exhibit 4**:

Report Name	Description
Client Data Summary	Provides a high-level overview of collection results, broken down by debt type, and the following time periods: month to date, year to date & life to date. The report includes the following fields: Number of accounts, Submission dollars, Collection dollars, Add on fee (MSB's fee).
History Analysis	Provides a detailed analysis of collection results, broken down by debt type and submission batch. The report provides rolled up totals year to date and life to date for each debt type and includes: Time Period, Number of new accounts, Submitted Dollars, Average submission, Current collections, Collected to date, Net Liquidity %, Gross Liquidity, Current Commission, Commission to date, Cancelled accounts, Cancelled dollars, Cancelled % & Number of PIF Accounts.
Creditor Inventory Report	Provides the current status, collections and current balance of ALL accounts placed with MSB. The report includes the following fields: debtor name, account number, Turnover date (date placed with MSB), Original Balance, Original Add on (MSB's fee), Collected, Current Balance, Current Add-on and Tag.
Paid in Full	Lists all debtor accounts that have been paid in full. The report includes the following fields: Debtor First Name, Debtor Last Name, Payment Amount, Activity Code & Payment Date.
Partial Payment Report	Lists all debtor accounts that have made partial payment(s). The report includes: Debtor Account Number, Debtor Name, Original & Current Balance
Spin Down Report	Provides a detailed analysis of MSB's collection by batch, relative to the time it took MSB to collect on the accounts. This report can be run by Placement Date or Violation date and includes: Creditor Short name (client unique identifier), Creditor Name (client name), Submission date, Submission count, Workable submission amount, workable current amount, Collection time frames.
Broken Promise Report	Lists all accounts that have made a promise to pay and broken that promise. The report includes the following fields: Debtor Name, MSB Debtor Number, Client Account Number, Balance Due, Promise to Pay Date & Payment Status
Dialer Activity Report	This report totals the number of our outbound call attempts for your accounts. It is broken down to categorize the call result (line busy, no answer, wrong number, etc.), the number of live contacts, the number of right party contacts and the percentage of payments based on the right party



We have listed our most popular reports on the following pages as examples. The reports are adjustable based upon the requirements identified during discovery.

Client Data Summary Report

Collection Data Summary

EVERY CITY USA, 1ST JUDICIAL CIRCUIT				
	Accts	Submissions	Collections	Add On Fee
Month To Date through 7/31/2013	4124	\$614,098.75	\$383,815.48	\$79,797.33
Year To Date: 2013	35667	\$4,897,996.50	\$3,143,162.19	\$662,043.89
Life to Date: Life of Contract	589433	\$73,903,757.74	\$24,423,908.57	\$5,126,052.79
HAWCTHI2 HAWAII, 1ST JUDICIAL CIRCUIT				
	Accts	Submissions	Collections	Add On Fee
Month To Date through 7/31/2013	22	\$2,607.00	\$0.00	\$0.00
Year To Date: 2013	263	\$39,699.00	\$522.45	\$7.85
Life to Date: Life of Contract	10346	\$1,652,895.39	\$55,179.94	\$8,775.99

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History Analysis Report

HISTORY ANALYSIS REPORT

Date Range: 1/2/1900 - 7/31/2013

Creditor Group: XYZ - OJD - PARENT ACCOUNT

EVERY CITY

Period	New Accounts	Submitted Dollars	Average Submission	Current Collections	Collected To Date	Liquidity	Gross	Current Commission	Commission To Date	Commission Percent	Cancelled Accounts	Cancelled Dollars	Cancelled Percent	PIF
7/1/2013	3	5,722.24	1,907.41	1,562.69	25,726.34	21.40%	27.31%	338.17	5,287.12	20.55 %	1	124.00	2.17%	3
6/1/2013	10	12,771.54	1,277.15	1,115.46	24,163.65	6.81%	8.73%	245.27	4,948.95	20.48 %			0.00%	2
5/1/2013	8	8,270.55	1,033.82	806.10	23,048.19	7.59%	9.75%	178.29	4,703.68	20.41 %			0.00%	
4/1/2013	2	1,886.00	943.00	1,098.05	22,242.09	45.20%	58.22%	245.61	4,525.39	20.35 %			0.00%	
3/1/2013	5	1,321.58	264.32	888.65	21,144.04	53.25%	67.24%	184.85	4,279.78	20.24 %	2	12,483.44	944.58%	1
2/1/2013	4	21,794.82	5,448.71	1,264.85	20,255.39	4.62%	5.80%	257.55	4,094.93	20.22 %	1	623.73	2.86%	3
1/1/2013	5	4,289.86	857.97	1,440.40	18,990.54	26.92%	33.58%	285.52	3,837.38	20.21 %			0.00%	1
XXXXXXXX	XXXXX		XXX	XXX		XXX	XX		XX	XXX			XXX	
12/1/2010	4	8,433.51	2,108.38			0.00%	0.00%			0.00 %			0.00%	
11/1/2010	1	2,013.00	2,013.00			0.00%	0.00%			0.00 %			0.00%	
10/1/2010	12	59,718.24	4,976.52			0.00%	0.00%			0.00 %			0.00%	
9/1/2010	1	191.00	191.00			0.00%	0.00%			0.00 %			0.00%	
YTD	37	56,056.59	1,515.04		8,176.20	11.49%	14.59%		1,735.26	21.22 %	4	13,231.17	23.60%	10
LTD	186	472,958.20	2,542.79		25,726.34	4.32%	5.44%		5,287.12	20.55 %	15	32,654.72	6.90%	20
Creditor Group: XYZ - OJD - PARENT ACCOUNT Totals														
YTD	37	56,056.59	1,515.04		8,176.20	11.49%	14.59%		1,735.26	21.22%	4	13,231.17	23.60%	10
LTD	186	472,958.20	2,542.79		25,726.34	4.32%	5.44%		5,287.12	20.55%	15	32,654.72	6.90%	20
Report Totals														
YTD Total	37	56,056.59	1,515.04		8,176.20	11.49%	14.59%		1,735.26	21.22%	4	13,231.17	23.60%	10
LTD Total	186	472,958.20	2,542.79		25,726.34	4.32%	5.44%		5,287.12	20.55%	15	32,654.72	6.90%	20

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Credit Inventory Report

CREDITOR INVENTORY REPORT

Creditor	Name	Account no	Turnover Date	Original Balance	Original Add On	Collected	Current Balance	Add On	Tag
BAKCTOR	MOUSE, MICKEY	CCC0649CBAK	02/01/2013	\$32.00		\$32.00	\$0.00	\$0.00	PAID IN FULL
BAKCTOR	MOUSE, MINNIE	CCC50JCBK	04/19/2012	\$128.00			\$128.00	\$0.00	ACTIVE
BAKCTOR	DUCK, DONALD	CCC26JCBK	12/27/2011	\$361.00		\$361.00	\$0.00	\$0.00	PAID IN FULL
BAKCTOR	PAN, PETER	CCC25JCBK	12/27/2011	\$271.00		\$271.00	\$0.00	\$0.00	PAID IN FULL
BAKCTOR	ELLA, CINDER	CCC999CBAK	10/19/2012	\$396.60			\$396.60	\$0.00	ACTIVE
BAKCTOR	BEAUTY, SLEEPING	CCC582CBAK	11/29/2012	\$285.44			\$285.44	\$0.00	ACTIVE
BAKCTOR	PRINCE, ERIC	CCC462CBAK	11/01/2012	\$372.72			\$217.72	\$0.00	ACTIVE
	XXXXXX	XXXXXX	XXXXXX	XXXX			XXXX		XXXX
BAKCTOR	MERMAID, LITTLE	CCC01JCBK	02/23/2012	\$220.00			\$330.00	\$0.00	ACTIVE
BAKCTOR TOTAL				\$521,066.83		\$26,256.34	\$501,884.66	\$0.00	
OJDCTOR TOTAL				\$521,066.83		\$26,256.34	\$501,884.66	\$0.00	

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Paid In Full Report

PAID IN FULL REPORT

Creditor Reference	First Name	Last Name	Payment Amount	Activity Code	Payment Date
2006-CR-000XXX	MICKEY	MOUSE	\$74.66	Paid in Full	01/18/2013
2003-CR-000XXX	MINNIE	MOUSE	\$43.67	Paid in Full	01/31/2013
2010-CR-000XXX	DONALD	DUCK	\$1,289.62	Paid in Full	02/15/2013
2012-CR-000XXX	PETER	PAN	\$297.47	Paid in Full	03/18/2013
2011-CR-000XXX	CINDER	ELLA	\$364.56	Paid in Full	04/15/2013
2004-CR-000XXX	PRINCE	ERIC	\$894.92	Paid in Full	05/10/2013
2009-CR-000XXX	SLEEPING	BEAUTY	\$536.70	Paid in Full	06/14/2013
2008-CR-000XXX	LITTLE	MERMAID	(\$4.75)	Paid in Full	08/20/2013
	Totals		8	\$3,496.85	

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Partial Payment Report

PARTIAL PAYMENTS REPORT

Executed on 8/29/20XX 6:46:12 AM

Account Number	Debtor Name	Original Balance	Current Balance
XXX01031-01CBAK	MOUSE, MICKEY	246,348.80	190,480.00
XXX771CBAK	MOUSE, MINNIE	10,501.92	10,001.92
XXX06-01CBAK	DUCK, DONALD	161,188.56	160,378.56
XXX64JCBAK	PAN, PETER	7,135.00	1,675.50
XXX588CBAK	ELLA, CINDER	4,768.24	4,668.24
XXX776CBAK	BEAUTY, SLEEPING	24,876.42	24,836.42
XXX777CBAK	ERIC, PRINCE	10,752.00	6,552.00
C07781CBAK	MERMAID, LITTLE	104,526.08	46,486.40

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Spindown Report

Spindown Report by Submission Date

Execution Date:
8/29/2013
6:51:19 AM

Creditor Short Name	Creditor Name	Submission Date	Submission Count	Submission Amount	Workable Submission Amount	Workable Current Amount	0-30	31-60	61-90	91-120	121-150	151-180	181-210	211-240	241-270	271-300	301-330	331+	Total
BAKTOR	EVERY CO COURT-OJD	08/26/2013	1	\$333.00	\$333.00	\$333.00	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
BAKTOR	EVERY CO COURT-OJD	08/22/2013	1	\$12,854.88	\$12,854.88	\$12,854.88	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
BAKTOR	EVERY CO COURT-OJD	08/08/2013	2	\$2,891.84	\$2,891.84	\$2,891.84	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
BAKTOR	EVERY CO COURT-OJD	08/01/2013	2	\$32,003.31	\$32,003.31	\$32,003.31	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
BAKTOR	EVERY CO COURT-OJD	07/26/2013	1	\$384.00	\$384.00	\$509.00	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
BAKTOR	EVERY CO COURT-OJD	07/11/2013	1	\$570.00	\$570.00	\$570.00	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
BAKTOR	EVERY CO COURT-OJD	07/04/2013	1	\$4,768.24	\$4,768.24	\$4,668.24	\$100.00	0	0	0	0	0	0	0	0	0	0	0	\$100.00
BAKTOR	EVERY CO COURT-OJD	06/23/2013	2	\$2,243.54	\$2,243.54	\$2,243.54	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
XXXXX	XXXXXXXX	XXXXXXXX		XXXXXX	XXXXXXXXXX	XXXXXX	0	0	XXXXXX	XXXXXX	0	0	0	0	0	0	0	0	0%
BAKTOR	EVERY CO COURT-OJD	09/27/2010	1	\$191.00	\$191.00	\$72.48	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
BAKTOR	EVERY CO COURT-OJD	Total	192	\$521,041.23	\$355,565.13	\$356,086.85	\$1,454.30	\$1,771.39	\$1,789.13	\$1,164.16	\$1,990.48	\$1,236.35	\$364.30	\$1,135.57	\$3,481.13	\$254.75	\$843.80	\$10,770.98	\$26,256.34
							0.28%	0.34%	0.34%	0.22%	0.38%	0.24%	0.07%	0.22%	0.67%	0.05%	0.16%	2.07%	5.04%

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Payment Invoice

PAYMENT INVOICE									
Client: *****			Account Number: 000793-2			Page: 1			
Reporting Period: Month of April, 2011			Invoice Date: 04/30/2011			Invoice Number:			
Account	Customer Name	City	Account	Invoice	Invoice Date	Amount	Rate	Unit	Total Amount
Resident									
00009963168	DUCLOS, ROXANNE		KV6102	0407201	0407201	0.0		1.02	89.05
00009963187	DUCLOS, ROXANNE		KV6102	0407201	0407201	48.4		9.72	0 FIF
00009963207	STARK, NOAH I		KV6102	0407201	0407201	10		2.33	0 FIF
00009963208	STARK, NOAH I		KV6102	0407201	0407201	10		2.33	0 FIF
00009963210	STARK, NOAH I		KV6102	0407201	0407201	10		2.33	0 FIF
00009963212	STARK, NOAH I		KV6102	0407201	0407201	10		2.33	0 FIF
00009963213	STARK, NOAH I		KV6102	0407201	0407201	27.65		4.31	0 FIF
00009963214	STARK, NOAH I		KV6102	0407201	0407201	24.65		3.83	0 FIF
00009963216	STARK, NOAH I		KV6102	0407201	0407201	16.20		2.52	13.53
00009963218	STARK, NOAH I		KV6102	0407201	0407201	-6.64		3.87	0 FIF
00009963219	STARK, NOAH I		KV6102	0407201	0407201	20.00		3.98	0 FIF
00009963329	RIZING, DAVID F		KV6102	0402201	0419201	32.70		14.35	0 FIF
00009963331	RIZING, DAVID F		KV6102	0402201	0419201	72.4		11.22	0 FIF
00009963333	RIZING, DAVID F		KV6102	0402201	0419201	11.75		1.82	0 FIF
00009964079	MCGUSH, KAREN M		KV7195	0407201	0407201	30		1.71	89.76
00009965084	GARRERA, KAREN		KV7225	0419201	0419201	14.80		2.32	0 FIF
00009965085	GARRERA, KAREN		KV7225	0419201	0419201	12.45		1.93	0 FIF
00009965078	SPEAKS, JENNIFER M		KV7282	0402201	0422201	56.07		8.00	0 FIF
00009965059	BROWN, BEATRICE		KV7345	0418201	0329201		23.4	3.84	0 FIF
00009965060	BROWN, BEATRICE		KV7345	0418201	0329201		5.24	1.26	0 FIF
00009970052	MORENO, DANIEL L		KV9862	0415201	0406201		-15	2.33	0 FIF
00009970053	MORENO, DANIEL L		KV9862	0415201	0406201		291.8	45.23	0 FIF
00009970054	MORENO, DANIEL L		KV9862	0415201	0406201		301.4	36.02	0 FIF
00009970055	MORENO, DANIEL L		KV9862	0415201	0406201		6.56	1.02	0 FIF
00009970056	MORENO, DANIEL L		KV9862	0415201	0406201		417.68	64.77	0 FIF
00009981073	MILES, HAL O		KV6723	0428201	0418201		13.92	1.79	0 FIF
00009981074	MILES, HAL O		KV6723	0428201	0418201		14.80	2.30	0 FIF
00009981079	MILES, HAL O		KV6723	0428201	0418201		10.75	1.67	0 FIF
00009981079	MILES, HAL O		KV6723	0428201	0418201		5.52	1.32	0 FIF
00009981077	MILES, HAL O		KV6723	0428201	0418201		7.83	1.16	0 FIF
TOTAL Resident									
TOTAL FOR 000793-2									

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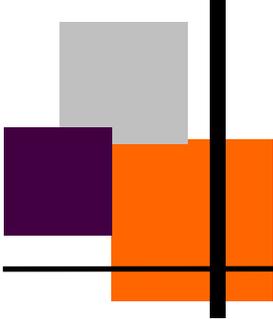
Daily Status Report

Payment Posted: 05/10/2011 Daily Status Report for MSB Client: GILAC

ClientCaseNumber	DebtorName	PmtAmount	PmtDate	Release Date	OriginalBal
00000000000000000000	SMITH,JOHN	100.00	05/10/2011	05/24/2011	330.00

CurrentBal	MSB_Reference	NSF
230.00	3485220 / 102174	N

Total Paid: 100.00



Daily Activity Report

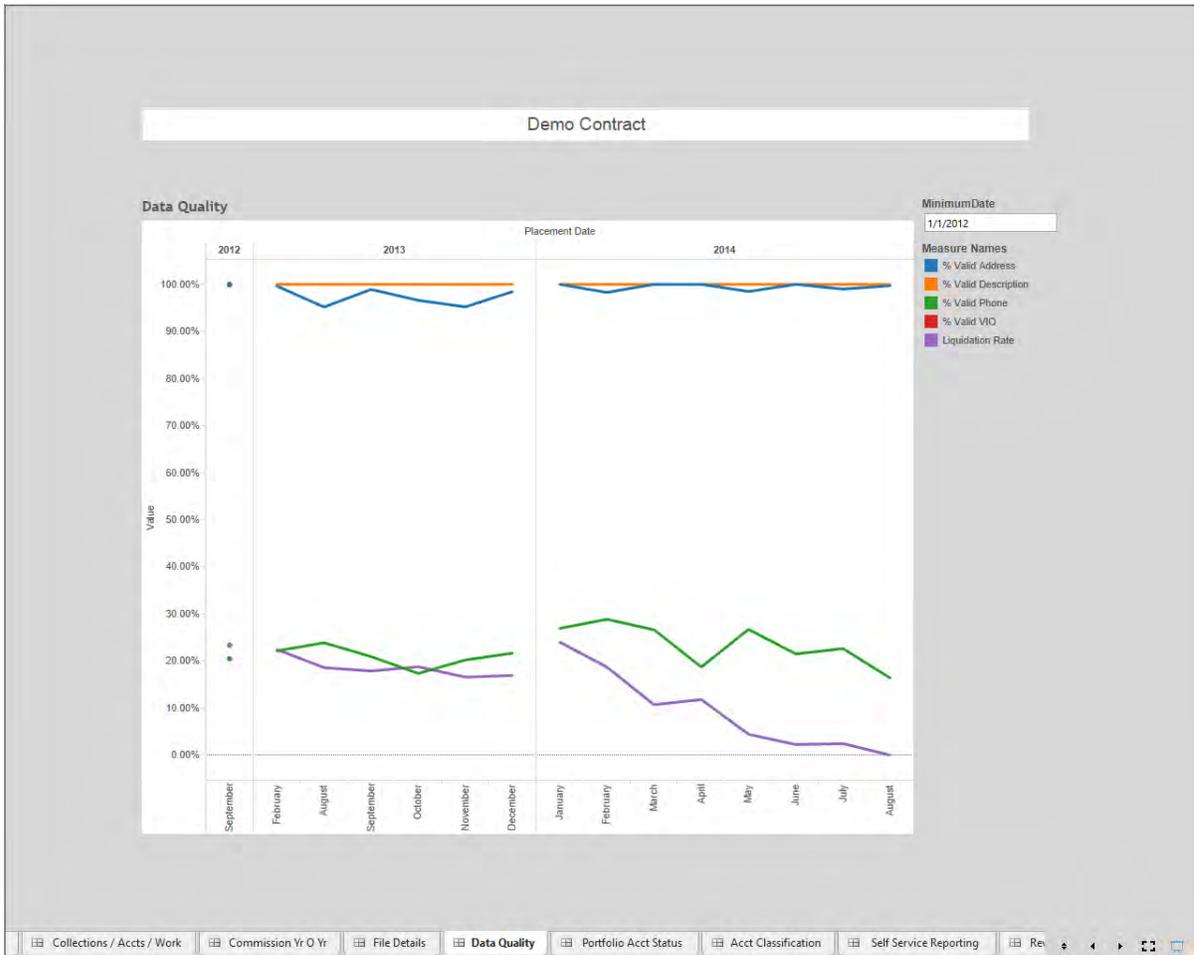
Dialer Activity Report									
Name	Total Dials	Total Live Conts	% of Live Contacts to Calls	Total RPC's	% of RPC's to Contacts	% of PTP's to RPC's			
	11,601	271	2%	180	66%	31%			
Totals	11,601	271	2%	180	66%				

Total Dials	% Finish Codes to All Dials	Live Contacts	Right Party Contacts
Agent Received a New Call	2	0%	Deceased 4
Answering Machine	284	2%	DEF NATP 47
Bad Number	33	0%	Dispute 37
Busy	147	1%	Jail/PEN Status 5
Deceased	4	0%	LM 3rd Party 91
DEF NATP	47	0%	Payment Received 9
Disconnect before Analysis	2387	21%	Payment Scheduled 47
Dispute	37	0%	Payment Scheduled 47
Fax		0%	Refusal to Pay 31
Jail/PEN Status	5	0%	Spanish -
Line Dead	35	0%	Totals 180
LM 3rd Party	91	1%	
Machine		0%	Totals 271
No Answer	181	2%	
NoAnswer	2152	19%	
NotReached	84	1%	
Operator	5	0%	
Payment Received	9	0%	
Payment Scheduled	47	0%	
Recording played to Live voice	287	2%	
Recording played to Machine	5242	45%	
Refusal to Pay	31	0%	
Remote Hang Up		0%	
Remote Hang Up in Attendant	217	2%	
Remote Hang Up after Transfer		0%	
Ringing	1	0%	
System Hang Up		0%	
System Hang Up in Attendant	32	0%	
System Hang Up On Fax	58	0%	
System Hang Up On Machine		0%	
System Hang up after Transfer		0%	
Unallocated		0%	
Unknown ISDN Cause Code		0%	
Unknown Tone		0%	
Vacant Code	127	1%	
Wrong Number	56	0%	
Wrong party		0%	
Total Dials	11,601		

Live Contacts

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MSB has expanded our Client Portal to include a new tool, Tableau. This new addition will allow the Department to have full transparency and drop and drag capabilities. Below is a sample screen shot:



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Implementation Plan

Continuing to partner with MSB allows the City to utilize existing processes, eliminates the need to devote large amounts of staff time and negates lengthy collection delays involved during implementation. MSB is committed to utilizing our twenty-four years of best practices to continue to achieve **the goal of providing a premier collection solution for the City**. MSB's services are flexible to adapt to the City's needs as they change or as enhancements become available. We have an existing infrastructure, call center, trained collectors, and skilled information technology personnel to provide a fully operational solution.

Implementation Work Plan

We have provided a standard Implementation Work Plan, based on business days, on the following pages for the City's review. **Please note that all days listed are the same date since neither MSB nor the City will have to complete any tasks in the implementation process. All processes are currently in place resulting in zero downtime which also equates to no loss of collection revenue.** However, MSB is more than willing to dedicate the resources to quickly implement any new requirements that the City may wish to add to their collection program. Furthermore, our IT personnel are available to work with the City onsite to test any new file formats that may be applicable to the new system upon completion of the conversion process.

Discovery: Phase I – 5 Days

Task Name	Start	End	Duration (Days)
Contract Award Date	090/1/2015	090/1/2015	1
Signed Contract to Client Services	090/1/2015	090/1/2015	1
Client Contact	090/1/2015	090/1/2015	1
Send Client Setup Packet	090/1/2015	090/1/2015	1
Begin New Client Implementation Checklist	090/1/2015	090/1/2015	1
Client Sends Finished Business Requirements	090/1/2015	090/1/2015	1
Client Implementation Meeting	090/1/2015	090/1/2015	1
Client IT Meeting	090/1/2015	090/1/2015	1

Implementation: Phase 2 – 5 Days

Task Name	Start	End	Duration
Testing	090/1/2015	090/1/2015	1
Client Sends Test File(s)	090/1/2015	090/1/2015	1
Set-up Transfer Process	090/1/2015	090/1/2015	1
Analyze Test File/Set-up CRS Accounts	090/1/2015	090/1/2015	1
Send Scope to IT for Scripting	090/1/2015	090/1/2015	1
Write Script for Uploading Submissions	090/1/2015	090/1/2015	1

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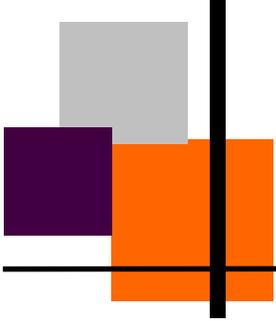
Go Live: Phase 3 – 3 Days

Task Name	Start	End	Duration
Prep	090/1/2015	090/1/2015	1
Create Go-Live Checklist; Obtain Signoff	090/1/2015	090/1/2015	1
Set-up Go-Live Prep Meetings	090/1/2015	090/1/2015	1
Provide Specifics to CRS and Collections Manager	090/1/2015	090/1/2015	1
Arrange Training for MSB Operations	090/1/2015	090/1/2015	1
Confirm Go-Live Ready and Submission Start Date with Client	090/1/2015	090/1/2015	1
Client Sends Submissions	090/1/2015	090/1/2015	1

Benefits of staying with incumbent vendor

- Less stress on court resources to onboard new vendor
 - Savings of court employee labor
 - Confusion created with debtors and City
- Continuity of rapport built with debtors
 - Promise to pay honored and kept
 - Active cases stay on schedule
- Current address, telephone and notes history increases customer satisfaction
- Improved collection rates over time by not having to “start over”

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Below are the costs of employee hours to consider when changing collection vendors:

Additional Labor for City Employees
Vendor requirements
IT development and assistance
Project oversight
Approvals
City employee training
Confused debtors calling the court

D. PART IV – SUSTAINABILITY:

Define in detail the sustainability efforts your firm has in place to deal with the extraordinary amount of paper used within this industry.

MSB acknowledges that to perform our services we must utilize a large amount of paper for our mailings; however, we are cognizant of the impact this can have on our environment and take the following steps to lessen the negative impact on our environment:

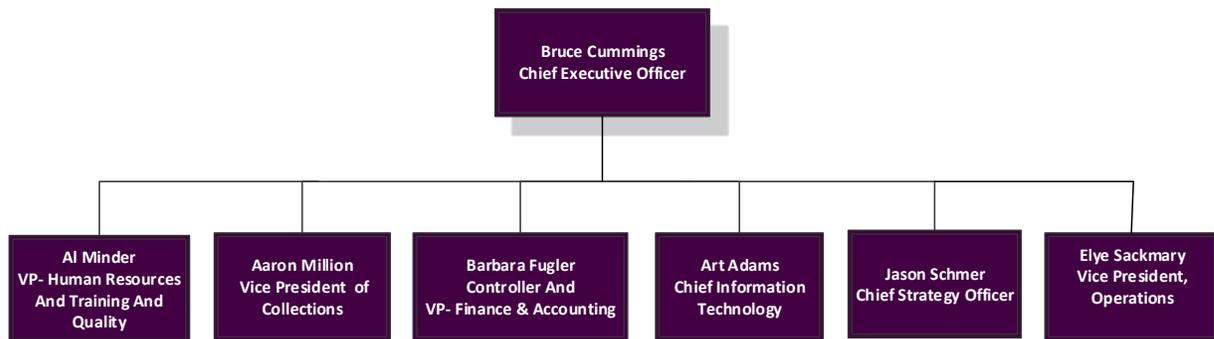
- Print collection notices double-sided (front/back) cutting paper use by half
- Utilizing a paper mill that has the following certifications and awards:
 - Forest Stewardship Council
 - Sustainability Forestry Initiative
 - Programme for the Endorsement of Forest Certification
 - Arkansas Environmental Federation Diamond Award winner for Environmental Excellence
 - Presentation of more than \$250,000 to area schools through its recycling initiative, while promoting the importance of environmental stewardship
 - Applying more than 50,000 tons of burnt ash material to soil in 2012, adding nutrients back to the earth

E. PART V - PROJECT MANAGEMENT STRUCTURE:

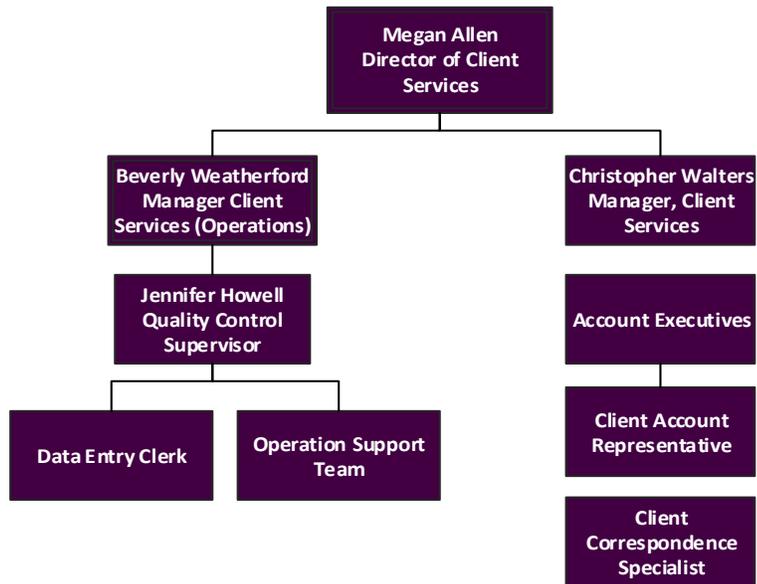
Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

MSB will not be using subcontractors. MSB has provided our organizational charts on the following pages.

Executive Organizational Chart

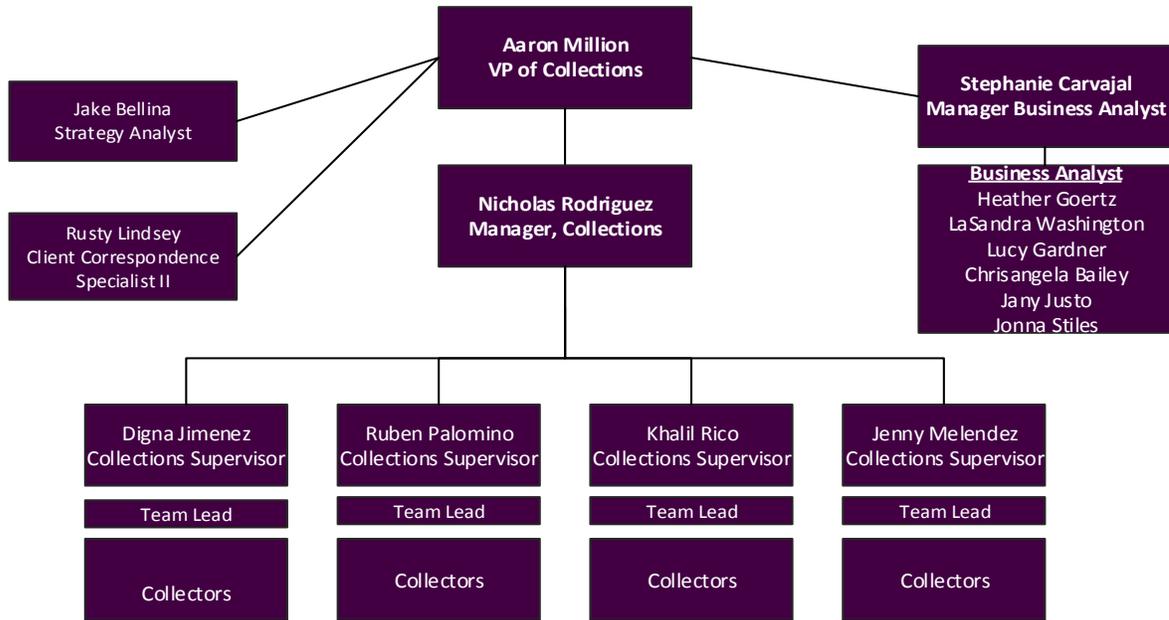


MSB Client Services Organizational Chart

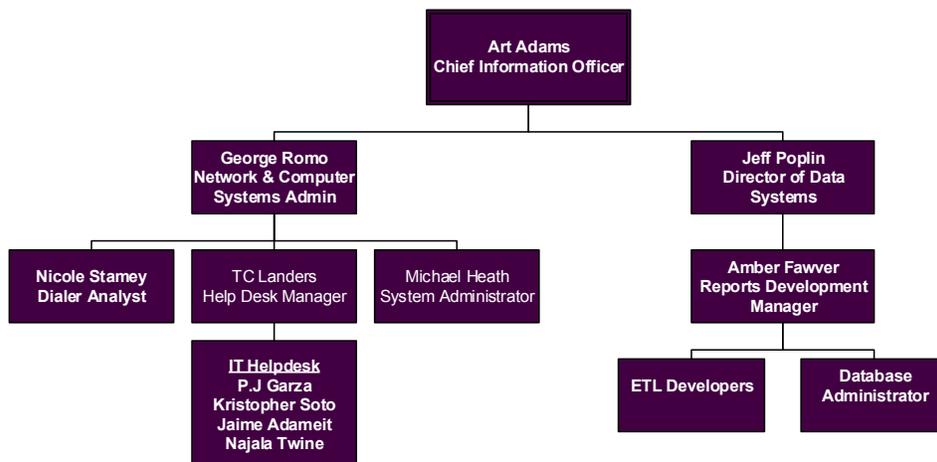


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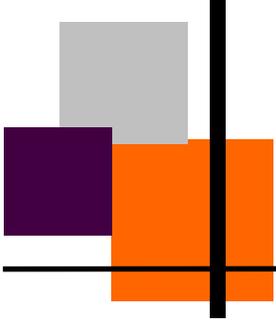
MSB Collections Organization Chart



Information Systems and Support (ISS) Organizational Chart



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Please read below for a description of MSB's project management:

Level One

Aaron Million, Vice President of Collection Services

The first level in the relationship between MSB and the City is both strategic and technical in nature. The Principal Department Heads determine internal collection policies and procedures for the City. They also determine policies and procedures for interacting with MSB. The MSB Implementation Team assists in the implementation of those policies through City personnel.

The MSB Implementation Team exists to facilitate the City's policies and procedures relating to collections and to advise the City on applicable regulatory and legislative issues that will affect outside collection activity. The Implementation Team is familiar with best practices across the country and will provide such information to the City throughout the implementation.

The key objectives of the relationship between the Department Heads and the Implementation Team are:

- Assure that collection efforts are optimal by frequent contact with the City and MSB staff during the implementation phase.
- Assist in forming or maintaining beneficial third-party relationships with other official bodies concerned with the City collection project.
- Establish a solid foundation to meet all terms as required within the collections contract.

Level Two

Nicholas Rodriguez, MSB Collection Manager

Once a decision has been made to place accounts for collection, the MSB Collection Manager has the responsibility of performing collection services on behalf of the City. This entails the following:

- Assure that all accounts placed by the client are assigned a letter series in the shortest possible amount of time.
- Assure that all accounts with bad or missing address information are skip traced.
- Assure that all collectors are performing their job on behalf of the City in a non-alienating fashion.
- Assure that accounts receive live contact at the earliest possible date.

As the collection process unfolds the Collection Manager will undertake the following:

- Monitor partial payment agreements (installments) for customer compliance.
- Monitor collector calls for client contract compliance.
- Monitor collector work standards to assure the maximum number of customer contacts is achieved.
- Monitor customer disputes to assure:
 - The client is notified and proper investigation is done.
 - The account is placed in suspense pending the outcome of the investigation.
- Monitor and resolve any customer complaints.
- Request clarification from the Account Manager on any questioned fine, fee or procedure.
- Resolve any internal operational issues.

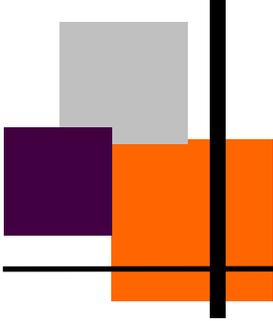
Level Three

Juanita Valdez, Account Executive

The third level in the relationship between MSB and the City is dynamic in nature. The Account Executive's responsibility is to ensure MSB's continual application of the City's defined policies and procedures. **The City will continue to have the same dedicated Account Executive assigned to this project, Juanita Valdez.**

The MSB Account Executive exists to facilitate continual improvement to the City's policies and procedures relating to collections and to advise the City on applicable regulatory and legislative issues that will affect outside collection activity. The Account Executive is familiar with best practices in jurisdictions across the country and will provide such information on a regular basis. The Account Executive will keep the City apprised of legislative initiatives at the state and national level that may affect the existing policies or procedures.

- Maximize financial recoveries for the City by recommending best practices.
- Provide risk management services by keeping the City informed of legislative and regulatory issues affecting the collection of delinquent accounts.
- Provide statistical reporting to the City on MSB's collection performance.



- Ensure that all terms and conditions of the contract are adhered to on a continual basis.

Level Four

Client Accounting Representative/Client Invoicing Specialist

Typically, our clients have the most frequent contact with our additional Client Services staff. MSB realizes the importance and convenience of having a Client Services Representative to interface with your staff on a per-need basis. In addition to the Level Three permanently assigned Account Executive, twelve additional staff members will be responsible for the following duties:

- Acquiring and entering client account submissions as instructed.
- Providing customer service support.
- Providing acknowledgement of account submissions.
- Providing client reports.
- Providing client billing.
- Performing client-requested account recalls and suspensions.
- Advising and document customer disputes.
- Performing client-requested account file changes such as new address information.
- Assuring that client remittance is submitted as required by the contract.
- Entering and tracking client daily business requests/case tickets through to completion.

MSB's Client Services department is devoted to addressing the problems or questions that you may have whenever necessary. For example, payment history or account reviews can be acknowledged as needed. The Client Services personnel are committed to serving you as their highest priority and will assist you in any way possible. MSB maintains an excellent rapport with our clients, providing constant interaction between our systems and agencies.

F. PART VI - PRIOR EXPERIENCE:

Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in this contract. Do not include experience unless personnel assigned to this project actively participated. Do not include experience prior to 2005. Supply the company, year(s) of service, number of delinquent accounts managed on a 12 month basis, and reference name, title, phone number, and email address of principal person for whom collection services were accomplished.

Our local client list includes:

- Austin Energy
- City of Austin Municipal Court
- Travis County Justice of the Peace Courts
- Texas Department of Public Safety (offices in Austin, Texas)
- Texas Comptroller of Public Accounts (offices in Austin, Texas)
- Central Texas Regional Mobility Authority Toll Road (Highway 183-A)
- City of Austin/Travis County EMS (please read below for a description of our current contract)

MSB is the best choice to continue collection services to the City for the following reasons:

MSB Provides Government Collection Services Exclusively

MSB has unique expertise because we specialize in government collection services. We perform the exact services the City is requesting in your RFP. MSB has collected more than \$7.688 million under this contract.

MSB is a Local Provider

MSB represents other City of Austin, Travis County and State of Texas clients which benefits the City by our ability to **cross-reference cases** to locate updated contact information.

MSB Supports Our Employees

MSB personnel have existing, **positive working relationships with the City's staff**. City staff will benefit from these continued relationships as we already have working knowledge of their specific collection processes.

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MSB is dedicated to being a responsible employer by maintaining a locally diverse workforce with compensation plans that **exceed the living wage**.

MSB Can Continue to Enhance Our Relationship

MSB has an **existing knowledge of the City's account types and volumes**, coupled with years of analysis on your specific portfolio. MSB personnel are trained in the preferred method of electronic data transmission, which means **no gaps in submissions or payment reporting**. Based on the annual amount MSB collects, the City may lose up to \$289,000 in collections based on a new vendor taking 90 days to implement a new program.

Client Support

MSB has dedicated itself to the City's goal of clearing the maximum number of accounts in the most professional, efficient manner. MSB prides itself on meeting each client's individual needs and adapting as those needs change throughout the working relationship.

Community Support

MSB has a strong record as a corporate citizen who regularly gives back to the community. We provide community outreach through corporate sponsorship and employee participation in numerous local charities.

Local Address

Supplying a local Austin address for payment remittance creates a sense of ease and confidence for the debtor.

References

All personnel listed in the prior question have been active participants in the projects below:

Client	City of Houston, Texas EMS
Years of Service	2 years
# of Accounts	78,127 totaling \$70,069,758 since implementation in late 2014
Reference Name, Title	Chanelle Barron-Jenson
Phone Number	(832) 393-9074
Email Address	Chanelle.Barron-Jensen@houstontx.gov

Client	Nassau County, New York EMS
Years of Service	4 years
# of Accounts	38,755 accounts totaling \$33,277,729 since 7/2012
Reference Name, Title	Joe Devito, Treasurer
Phone Number	(516) 571-2090
Email Address	jdevito@nassaucountyny.gov

Client	City of Austin, Texas Municipal Court
Years of Service	12
# of Accounts	64,680 accounts totaling \$13,687,000 in 2014
Reference Name, Title	Kimberly Chadwick, Operations Manager
Phone Number	(512) 974-4820
Email Address	kimberly.chadwick@austintexas.gov

G. PART VII - PERSONNEL:

Include names and qualifications of all personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.

Resumes

Key personnel who will continue to be directly involved in the City's collection project include:

Bruce Cummings, Chief Executive Officer & Board Member, 5%

Bruce brings extensive domestic and international experience in startup, development, management and sales for both public and private businesses. He specializes in the high technology, manufacturing and public service fields, and brings more than 25 years of experience in growth and turnaround ventures. Bruce is responsible for the business development cycle of MSB clients. He is an integral part of the implementation process by ensuring client expectations and requirements are conveyed to the Operations Department. He continues to monitor the collection project for total customer satisfaction.

Cumming's professional and community service includes: Bruce is Chair of the ACA of Texas Ethics Committee; member of the Editorial Board for InsideARM, the leading Accounts Receivable Management Industry Information and News Source; and a member of ACA International's "Committee of 100", whose membership is comprised of the leaders of the top 50 collection agencies in the Nation.

Lee Rigby, Of Counsel, 5%

Prior to joining Gila LLC, Lee spent eight years in private practice with Smith | Robertson, LLP in Austin, Texas and Fulbright & Jaworski, LLP in Dallas, Texas. Lee's practice focused on commercial litigation matters involving real property and partnership disputes, derivative partnership litigation, complex litigation involving trade secrets and non-competition agreements, and representation of commercial landlords and tenants in lease disputes and litigation. Lee has handled litigation for clients in Texas, California, Arizona, Kansas and Illinois. Lee received his Juris Doctor degree from Baylor University School of Law and a Bachelor of Arts degree from Clemson University. Lee is active in the Austin community as a member of the Austin

Young Men's Business League Board of Directors and as a member of the Seton Forum and the Real Estate Council of Austin.

Art Adams, Chief Information Officer, 10%

Art is an eight year military veteran with a background in Military Intelligence, and he also graduated from the National Cryptologic School at Ft. Meade with honors. Art served one tour of duty with combat experience in Desert Storm. Art has an extensive background in IT management, disaster recovery, networking, and information assurance. Art recently worked for the Department of Defense where he spent the last two years as an information assurance professional performing network security audits on over 30 military installations throughout the continental US. Art currently holds numerous industry certifications, including but not limited to, the following: MCSE, CCNA, CCNP, and CISSP. Art is responsible for overseeing the IT Department and ensuring all telephony and computer systems are functioning properly to their full capacity. He ensures the necessary resources are in place to meet the technical needs of our clients.

Elye Sackmary, Vice President, Operations, 15%

Elye oversees MSB's state surcharge contracts, toll road ARM operations, and all back office payment processing and lockbox functions, and he has played an integral role helping MSB grow business more than 300% since he joined the team in early 2004. Elye received a Bachelor's of Applied Arts and Sciences from Texas State University at San Marcos and graduated with Great Distinction from BAI Graduate School of Retail Banking. Elye was recognized as a Certified Public Manager by Texas Governor Rick Perry and is currently pursuing a Master's of Science of Accounting and Information Technology. Elye is active in the community as a professional life member and sponsor for the Future Business Leaders of America; a life member of the American Academy of Certified Public Managers; and a member of the American Society for Public Administration.

Aaron Million, Director, Vice President of Collection Services, 25%

Aaron is responsible for contact center operations as well as executing MSB's strategic portfolio initiatives. He joined MSB in 2011 and has more than a decade of first party, third party, government, and purchased debt collection experience at NCO Financial Systems, Inc. and Gila LLC. In previous roles with NCO, Aaron was responsible for collections operations as the General Manager of Recoveries in the Philippines with a staff of more than 350 and later managed operations in other US locations. Prior to

his role in operations at NCO, as the Director of Training, Aaron was responsible for a training department consisting of more than 30 trainers located throughout the United States, Canada, Asia and the Caribbean. Aaron also held the position of Strategy Manager for one of NCO's top 5 bankcard clients with annual recoveries exceeding \$48 million. Aaron has been designated by ACA International as a certified Collection and Compliance Officer, Scholar and Fellow.

Megan Allen, Director of Client Services, 30%

Megan brings a wealth of knowledge in Client Services Management with more than 13 years of experience. Megan began her career with Sitel as a Production Assistant and progressed through several key roles including Marketing Executive, Director of Account Operations and into the role of Director of Client Services. Megan has also worked with TRG Systems and Rainmaker Systems as Vice President of Client Services.

Juanita Valdez, Account Executive, 30%

Juanita Valdez will continue to be assigned as your primary point of contact within MSB. Juanita started with MSB in 2006 and has held various position within MSB including: Collector, Customer Service Representative, Client Account Representative and is currently a Client Account Executive. Juanita has a working knowledge of numerous customer support roles making her the perfect fit for her position. Juanita holds an Associates in Computer Science and is able to expertly speak with the City as she has working knowledge of the City's collection program.

Nicholas Rodriguez, MSB Collections Manager, 30%

Nick brings 8 years of Call Center Supervisor experience for 1st and 3rd party collections. His previous work experience includes positions as the Collections Team Manager for Credit One Bank and Conns Inc. Nick joined MSB in 2011 as a collector, shortly after, he was promoted to Team Lead, Collections Supervisor and his recent promotion as a Collections Manager has proven his knowledge in the collections industry. Nick is responsible for managing the day to day collection operation for the MSB Division.

Stephanie Carvajal, Manager Business Analyst, 30% (at beginning of contract)

Stephanie joined MSB in 2001 with several years of experience in the collection industry at Providian Financial Bank, Lockheed Martin, and as a Collector for Child Support with the State of Arizona. After receiving several promotions at MSB, her

duties as Manager Business Analyst include coordination between multiple departments for technical needs and scope of work to be performed during implementation. These tasks include analyzing the scope, drafting documentation on script development and creating Standard Operating Procedure documentation. Stephanie provides continued assistance through in-depth client database analysis, special reporting and database comparison and synchronization between the client and MSB.

Ruben Palomino, Collection Supervisor, 30%

Ruben joined MSB in 1995 where he started as a collection agent. For the past eight years, Ruben's duties as Collection Supervisor include creating and managing the hourly, daily and monthly agent reports, as well as being responsible for training and mentoring agents. Ruben is also a certified location manager for licensing in the State of Nevada.

Suzi Tanksley, Manager, Operations, 15%

Suzi has over 13 years of experience in the banking and accounting fields, 11 of which have been in supervisory or management roles. Her responsibilities include ensuring all payments, submissions and payment files are received and posted in a timely and accurate manner, ensuring efficient and accurate deposits. Suzi also manages a staff of approximately 30 employees, and her department maintains a 99.999% rate of payment posting accuracy within 48 hours of receipt, 100% security of all entrusted funds, 98.74% accuracy of toll road image reviews, and submissions within 3 business days for MSB's diverse client base.

Bobby Stephens, Performance Development Specialist, 25% (as needed with new hires)

Bobby has been with MSB for over 7 years. He manages MSB performance development, compliance and quality assurance functions for call center operations and collections for all divisions, including toll road operations and government services. Bobby also ensures that all policies and procedures adhere to and comply with client and industry standards. He manages quality audit processes for all customer relationship employees, performance development processes for all employees and develops and implements recognition and motivational programs. Bobby also consults with General Counsel regarding compliance matters and is responsible for writing and developing training and incentive programs.

We have provided detailed resumes for these individuals as **Exhibit 3** of our proposal.

Collection Staff

MSB's personnel are not only competent and experienced collectors, but we guarantee that ***they are competent and experienced in the very type of receivables that the City is attempting to collect.*** Thus, when awarded the contract, MSB will assign collectors to the tasks in which they have proven their individual competence in collecting fines, fees and costs. MSB provides the best-in-class training to prepare these individuals for the real-world experiences they will face in collecting delinquent EMS accounts.

The personnel development program at MSB specializes in training personnel to work effectively with individuals to resolve and collect outstanding accounts while treating them with courtesy and respect. MSB's Standard Operating Procedures require on-going monitoring of employee conversations with debtors in order to maintain quality assurance and compliance with laws and regulations. MSB has a full time Quality Monitor that provides weekly and monthly coaching sessions as on-going training for collectors. **MSB records 100% of all inbound and outbound collector calls and the calls are stored for a minimum of 2 years.** These recordings are available to our clients when questions arise about specific accounts. We have the ability to resolve complaints quickly and can immediately send call recordings to you upon request.

Training

No matter how sophisticated a collection or computer system may be, MSB recognizes that it is well-trained and experienced personnel which determine the success of any program.

MSB Collectors are trained in the following areas:

- Telephone Techniques
- Establishing Payment Schedules
- Bilingual Collector Contact
- All Payment Options Available to the Debtor
- Rebuttal/Response
- Financial Counseling
- Collection Software

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- Understanding Client Strategy
- Skip Tracing Techniques
- Handling Disputes
- Company Policy
- ACA International: Code of Ethics, Collection Manuals and Videos

An initial ten-day training program covering every phase of the operation is given to all MSB collectors. This includes a review of the Company Policy Manual, PC-based exercises, education on collection techniques, role-playing, a collection video and computer system orientation. Upon completion of this extensive training, the new collector is paired with a Collection Supervisor. During this time, the Supervisor assists in account handling and the new collector is taught the art of listening first and speaking second. An emphasis is placed on learning to respect and understand the debtor's situation to ultimately lead him/her to account resolution.

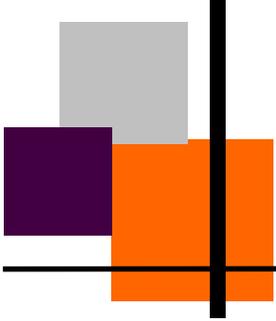
With continued on-the-job training, every MSB employee is well informed of the highly sophisticated programs and procedures our company administers. MSB believes that continuing education is the key to collector performance.

Collection supervisors are assigned to small groups of collectors to ensure constant, hands-on management. This support system monitors the day-to-day activity of each collector. Collectors are evaluated daily via management reports to ensure performance goals are achieved within established guidelines. Company goals are set each month and a performance based incentive system is used to generate superior results.

Recently, the Training Department logged *over 15,000 hours of training*, which reaffirms MSB's commitment to training and quality assurance. Additionally, there were 259 hours of online, developmental trainings logged by Company employees. These hours do not reflect the ACA International Ethics class that all employees are required to complete on an annual basis.

Mystery Shopping Program

MSB utilizes a Mystery Shopping Program through which the performance of our collectors is randomly monitored. This Program is an ongoing effort to ensure compliance and show MSB's desire to always adhere to high ethical standards. MSB collectors are graded in several areas, including proper introduction and disclosure



of information, taking appropriate action as needed, and whether they provided a high level of customer service. Mystery shopper reports are shared with the Company's General Counsel and CEO. All collectors are aware they may be "mystery shopped" at any time.

Collector' Pledge

All collectors must abide by our Professional Collectors' Pledge provided below:

I believe that every person has worth as an individual and is entitled to be treated with dignity and respect.

I understand that the collection industry is an integral part of our economy and that it is my personal responsibility to help consumers find ways to fully satisfy their outstanding obligations with my clients.

I will always treat every individual with dignity and respect. As I demonstrate this behavior each day, I will encourage my co-workers to do likewise.

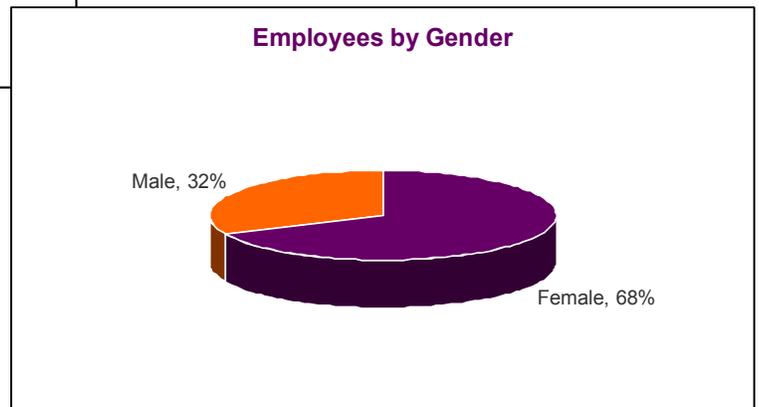
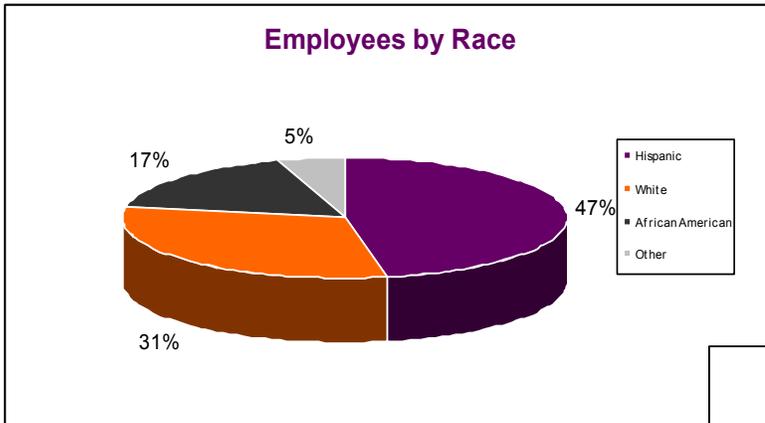
I believe in the Core Values of Gila LLC...

**EMPOWERMENT
INTEGRITY
COMMITMENT
EXCELLENCE
TEAMWORK**

I will honor this pledge daily, knowing that my professional behavior will enhance the reputation of my profession in the minds of consumers, government regulators, fellow employees, my family and my clients.

Workforce Diversity

MSB will assist the City in promoting workforce diversity as evidenced by the following MSB workforce breakdown:



Background Checks/Fingerprinting

All potential employees of MSB are required to be fingerprinted and submit to extensive background checks prior to starting their employment. MSB understands the City will entrust us with your sensitive data and financial instruments; therefore, we take all necessary measures to ensure their safety.

Additionally, each month, all current employees of MSB are scanned against MSB's database of accounts utilizing name, address, driver license and social security number information to ensure that all employees remain eligible for employment according to the rules governed by both MSB and its clients. MSB does not offer continued employment to those who have outstanding obligations to any of our clients.

Confidentiality Agreement

Each employee, upon hire, is required **to sign a confidentiality agreement**, in which they agree not to disclose, duplicate, copy, transmit or otherwise disseminate or permit such information to be used, disclosed, duplicated, copied or transmitted.

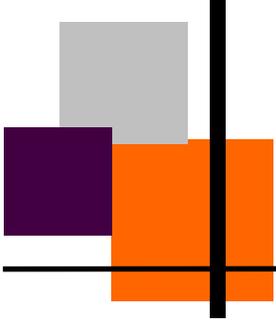
Ethics Hotline

MSB is committed to the highest possible standards of ethical, moral and legal business conduct. In line with this commitment and MSB's commitment to open communication, Lighthouse Services, Inc. (LSI) has been contracted to provide MSB Employees with an anonymous ethics hotline and website. LSI provides an avenue for employees to raise concerns and reassurance that they will be protected from reprisals or victimization for reporting ethical violations in good faith.

Code of Ethics

As a long standing member of ACA International, MSB is a strong believer in adhering to their strict code of ethics when performing collection activity. **It shall be deemed professional misconduct for any employee of MSB:**

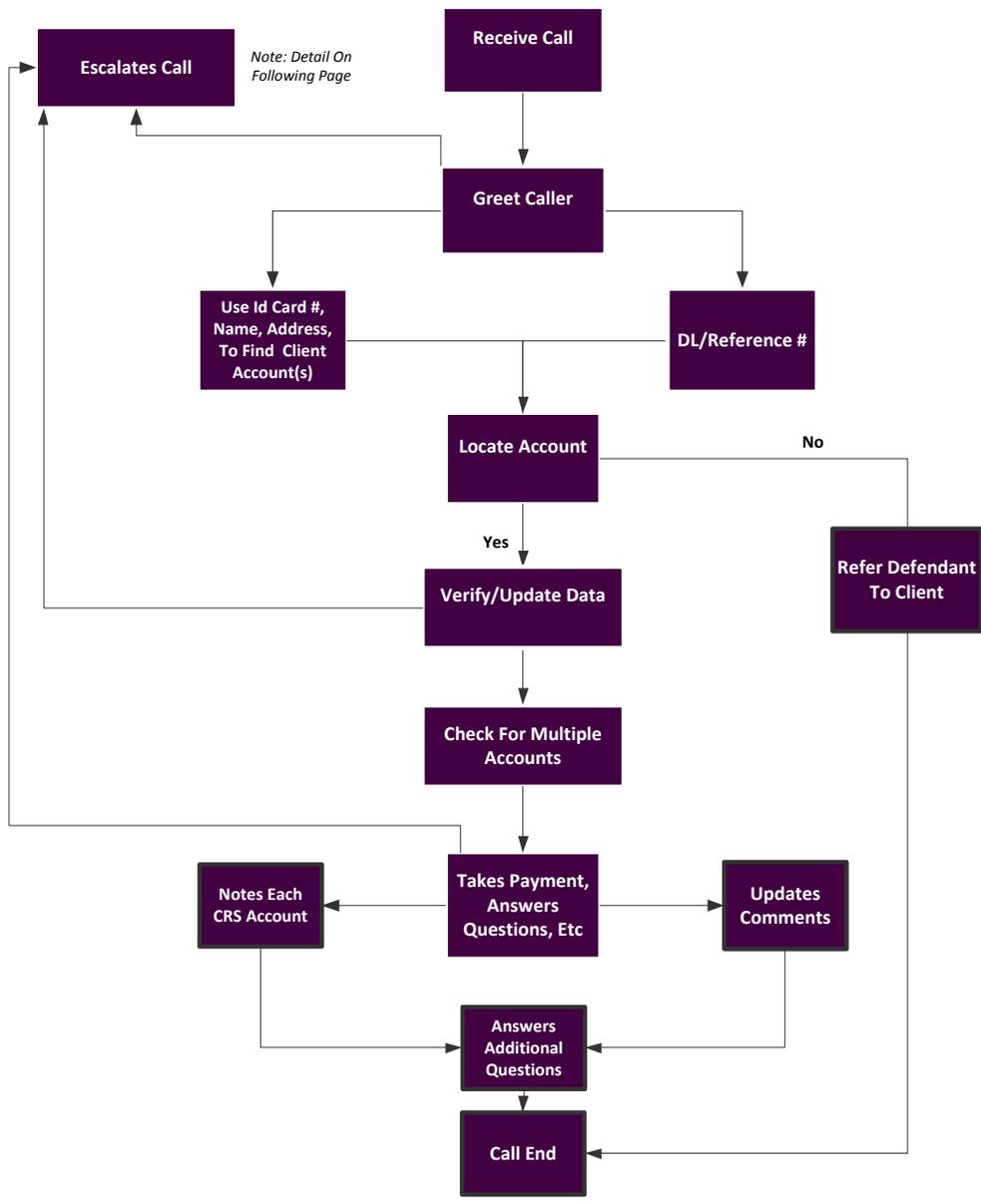
- **to knowingly violate the intent of the United States Fair Debt Collection Practices Act (FDCPA) with reckless disregard for its provisions;**
- to knowingly violate any federal or state law pertaining to collection and credit industry practices and procedures, with reckless disregard for its provisions;



- to admit or consent to, or be convicted of, any crime under the laws of any U.S. jurisdiction which is a felony, a misdemeanor and essential element of which is dishonesty, or of any crime which directly relates to collection and credit industry practices and procedures;
- to engage in conduct involving dishonesty, fraud, deceit, or misrepresentation including misrepresentation for the purpose of obtaining a license, certificate, or business-related insurance;
- to harass a person on the basis of race, sex, age, creed, religion, color, national origin, disability, sexual preference, or marital status; or
- to engage in dishonorable, unethical or unprofessional conduct of a character likely to deceive, defraud, or harm the public.

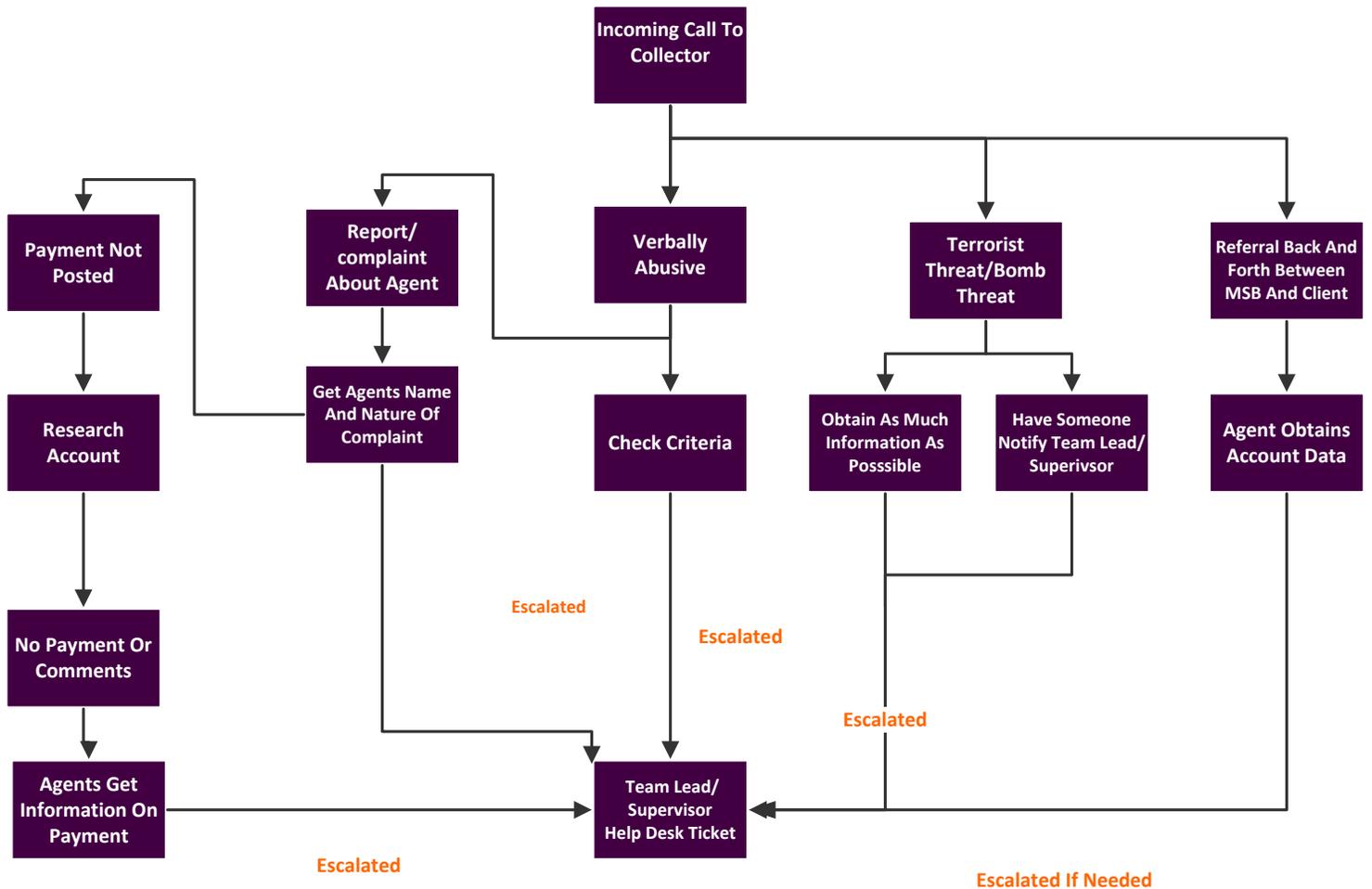
Please reference the Customer Service Flow Charts on the following page:

Customer Service Process Flow Chart

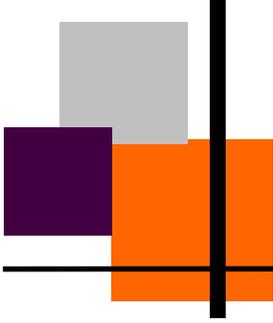


Proposal for The City of Austin, Texas
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Call Escalation Process Flow Chart



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H. PART VIII - LOCAL BUSINESS PRESENCE:

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

Facilities

MSB successfully services all of our clients from our headquarters in Austin, Texas; we currently have no other offices. Centralizing all of our human, technical and financial resources allows us to offer a superior collection solution to the City. Through the use of a toll-free telephone number, e-mail, an online client web portal, and daily electronic file transfer, we provide immediate customer service and coordination with the City.

We recently moved to a 50,000+ square foot world class facility, built from the ground up specifically designed to maximize our efforts. Our facility provides the following suite of capabilities:

- Dual dialer hubs and VOIP allowing MSB to make hundreds of thousands of calls daily while supporting more than 500 collection agents for inbound call volume
- Dual diesel power generators allowing MSB to maintain its collection operations with a power outage up to 36 hours
- Greatly expanded rest areas to ensure employees can make the most of their break time maintaining higher performance during work time.

- Green operations including paper, plastic, and metal recycling and motion sensor activated area office lighting (which shuts off if no motion is detected after a few minutes).

Of late, we added more than fourteen miles of CAT-6 high speed cable which improves information traffic bandwidth, overall system performance, internet security and growth stability. In addition to the cable, the entire network was replaced with state of the art Cisco Products. All of our data encryption is standardized at 128-bit with file encryption being handled through PGP.

We upgraded our collection software to better accommodate the continued growth of our already-large database. We have also upgraded our phone system with improved IVR capabilities which allows MSB to record all calls.

I. PART XI - NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- I. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

MSB has read, understands and will comply with this requirement.

- II. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

MSB has read and understands this requirement.

- III. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

MSB has read and understands this requirement.

The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

MSB has provided a signed Section 0810, Non-Collusion, Non-Conflict of Interest and Anti-Lobbying Affidavit on the following page.

J. PART X - PROPOSAL ACCEPTANCE PERIOD:

All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

MSB has read, understands and will comply with this requirement.

K. PART XI - PROPRIETARY INFORMATION:

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

MSB has read and understands this statement.

L. PART XII - AUTHORIZED NEGOTIATOR:

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Please find MSB's contact negotiator information in the table below:

Name:	Bruce Cummings
Address:	8325 Tuscany Way Austin, TX 78754
Telephone Number:	512.323.4231

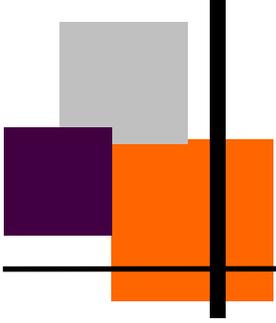
M. PART XIII - COST:

Please list your commission rate. All other charges and fees (including credit card and processing fees) are to be included in this commission rate and cannot be charged separately. Additionally, please confirm that your firm is offering "revenue neutrality" which guarantees that collection fees charged on referred accounts will not exceed the revenue collected. Any firm not offering revenue neutrality may not be considered for award.

MSB offers revenue neutrality to the City. MSB proposes a **19%** contingency collection fee. We have provided a table below to illustrate the unique services that are included in our contingency fee pricing:

Services	Cost to the City
Online Access to Accounts	No Additional Cost
Bilingual Collection Notices and Staff	No Additional Cost
Letter Creation and Distribution	No Additional Cost
Background Checks /Fingerprint Scans for All Current and Future MSB Employees	No Additional Cost
Record and Store All Calls for a Minimum of Two Years	No Additional Cost
National Skip Tracing Services	No Additional Cost
Toll-Free Telephone Number for Debtors	No Additional Cost
Independent Security Audit	No Additional Cost
Electronic Interface	No Additional Cost

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Netback to the City

In a competitive contract with two other collection agencies, MSB has a higher collection fee but **achieves a higher recovery rate**. The following tables illustrate how MSB provides a greater netback to this client regardless of the higher fee: *(Netback is total dollars received by the client after the vendor has been paid.)*

Vendor	Fee	Netback to Client	MSB's % Higher Return to Client than Competitor
MSB	22.54%	\$348,231.00	
Vendor A	15%	\$130,301.00	167.3%
Vendor B	12.89%	\$186,783.00	86.4%

Vendor	Fee*	Netback to Client	MSB's % Higher Return to Client than Competitor
MSB	14.8%	\$484,487.00	
Vendor A	13.7%	\$103,310.00	369.0%
Vendor B	12.89%	\$69,843.00	593.7%

The lowest bidder/commission fee does not produce the best results. Higher commission fees can result in more collection efforts including additional letters, calls and skip tracing. **MSB returns hundreds of thousands in additional revenue to our client on this contract.** *The average dollar amount of accounts submitted by this client is \$650.

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MSB
A PRIVATE COMPANY
MUNICIPAL SERVICES BUREAU
PO BOX 16755
AUSTIN, TX 78761-6755
TOLL FREE: (800) 866-9436
AUSTIN, TX: (512) 371-7143

Get the Free App at
<http://gettag.mobi> and scan this
image to make your payment now.

HOURS OF OPERATION:
MON - FRI: 7AM - 11PM CST
SAT: 8AM - 5PM CST

To make a payment online or receive
additional information
about your account, please visit us at
www.msbselfserve.com

May 4, 2015

Reference No: «INSERT10»
Dear «FullName»:

Date: May 4, 2015
Total Due: \$«insert2»

The total due represents an overdue balance owed to «insert11». We urge you to remit payment in full to the address below. Municipal Services Bureau, a private company, has been contracted by «insert11» to help recover the debt owed.

Please remit your payment in full. We accept Check, Money Order, Western Union Quick Collect, Money Gram, ACE Cash Express and all major credit cards. If assistance is needed, please contact a representative toll free at 1-800-866-9436. This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. If this is an individual account, we may report information about your account to TransUnion, a national credit reporting agency.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing that you dispute this debt within 30 days from receiving this notice, this office will obtain verification of the debt and mail you a copy of such verification; and provide you with the name and address of the original creditor if different from the current creditor.

Creditor	Account #	For	Total	Date
«INSERT4»				
«INSERT45»				
«INSERT46»				
«INSERT47»				
«INSERT48»				
«INSERT49»				
«INSERT50»				
«INSERT51»				
«INSERT52»				
«INSERT53»				
«INSERT54»				
«INSERT55»				
«INSERT56»				
«INSERT57»				
«INSERT58»				
«INSERT59»				
«INSERT60»				
«INSERT61»				
«INSERT62»				
«INSERT63»				
«INSERT64»				
«INSERT65»				
«INSERT66»				
«INSERT67»				
«INSERT68»				

We are required under state law to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.

«ClientInsert9»

MSB ACCEPTS ALL MAJOR CREDIT CARDS, WESTERN UNION, MONEY GRAM AND ACE CASH EXPRESS.

If you send us a check, it may be converted into an electronic funds transfer (EFT). This means we will copy your check and use the account information on it to electronically debit your account for the amount of the check. If the EFT cannot be completed because of insufficient funds, we may try to make the transfer up to two additional times and, if allowed by your state law, a fee will be assessed to your account for any dishonored check or money order presented as payment. The check may be held for up to 21 days to validate that the funds are available. For ACE Cash Express locations, visit <http://www.acecashexpress.com> or call 877-FINDACE.

*** DETACH LOWER PORTION AND RETURN WITH PAYMENT ***
PLEASE INDICATE REFERENCE NUMBER ON YOUR CHECK OR MONEY ORDER 409CSMSBU08015

Reference Number: «INSERT10»
Account Number: «INSERT12» «LETTERCODE»
«FullName»
«AltName»
«Address1»
«Address2»
«City» «State» «ZipCode»-«ZipPlus4»



Card Number (SEE BELOW NOTICE)	Exp Date	Security Code
Cardholder Signature	Billing Zip Code	
Phone or Alternate Phone	Total Due	Total Paid
New Address Info	\$«insert2»	
City	State	Zip

«CLIENTINSERT10»

NOTICE: If you pay by credit card, where allowed by state law, a convenience fee will be added to the total amount. Convenience fees are: \$10 for payments up to \$499.99; \$15 for payments of \$500 to \$749.99; and \$20 for payments of \$750.00 and greater. The fee will be automatically added at the time the credit card transaction is processed, please do not add it to your payment amount. You may avoid paying a convenience fee by making payment by check, money order, Western Union, or MoneyGram.

REMIT PAYMENTS AND CORRESPONDENCE TO:
MUNICIPAL SERVICES BUREAU
PO BOX 16755
AUSTIN TX 78761-6755
=787616755558 :

Contact us at: (800) 866-9436

ARTHUR ADAMS

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

GILA LLC, Austin, Texas

2012 to Present

Chief Information Officer

- Responsible for leading several teams including Software Developers, System Administrators, Facilities, Administrative Services and Project Management
- Hire and lead contracted employees and companies to develop application while maintaining strict timelines and adhering to agreed upon deliverables
- Working with all areas of the business to identify and develop solutions to reduce costs, enhance and progress operations

ABACUS SOLUTIONS GROUP, Ft. Sam Houston, Texas

2009 to 2012

DIACAP Engineer - Agent of the accreditation and certification authority for the Department of Defense.

Identifying, implementing, and validating information assurance controls, for authorizing the operation of DoD information systems, and for managing information assurance posture across DoD information systems consistent with the Federal Information Security Management Act (FISMA).

MEKA CONSULTING, San Antonio, Texas

2008 to 2009

Senior Engineer / Director of Operations - responsible for multiple client engagements ranging a wide variety of cross platform systems and applications. The company has a primary focus of disaster recovery in the enterprise with specific concentration on TSM. I have conducted TSM health checks and quick starts involving all aspects of TSM.

RIOPLEX WIRELESS, McAllen, Texas

2003 to 2009

Senior Network Engineer / Director of Operations - Positioned as the sole RF engineer for 16 Navini 2.6 GHz (MMDS/ITFS) base station transceivers which incorporate fixed phase array antenna, smart antenna technology, and traditional network technology for more than 4 years.

- Project management of all new deployments / developments and customer management.
- Trouble shooting network, routers, switches, transmission line, transmitter, and end user problems.
- Develop network troubleshooting tools/programs (perl) not supplied by hardware vendor.

Education & Professional Development

Information Security for Technical Staff Carnegie Mellon University
Managing Enterprise Information Security: A Practical Approach for Achieving Defense-in-Depth
Software Assurance Methods in Support of Cyber Security Carnegie Mellon University
Information Assurance Carnegie Mellon University
Top Security Clearance, U.S. Army, 1986-1994
Intelligence Analyst Supervisor, U.S. Army, 1992-1994
Primary Leadership Development Course, U.S. Army, 1991
Certified Spanish Linguist, U.S. Army, 1988
Ordained Independent Christian Minister August 2004

Certifications

Certified Information Systems Security Professional (CISSP)
Cisco Certified Internetwork Expert (CCIE) Written qualification passed!
Cisco Certified Network Professional (CCNP)
Cisco Certified Network Associate (CCNA)
Cisco DSL NI2 Certified June 2000
Microsoft Certified Systems Engineer
Microsoft Certified Professional + Internet
IBM Certified Deployment Professional TSM V5.3
Information systems security officer (ISSO)
A+ Certified Computer Technician
Fortis Document Management Certified
3M Certified Fiber Optic Technician
Unicom Certified CAT 5 Installation Technician
Andrews Certified Microwave installer
Accredited Compaq Technician (ACT)
Novell Track 4 (CAN)

ELYE SACKMARY

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

GILA LLC, Austin, Texas

2004 to Present

Vice President of Operations – Oversee call center and back office operations with 150 employees. Responsible for P & L and meeting service level agreements for state surcharge programs, toll billing and collections, and payments processing.

- Responsible for client relationship management, contractual compliance in operations, and communication with federal, state, and local regulatory entities
- Developed and implemented lockbox processing model within the company capable of processing more than 2 million payments annually
- Implemented collections concepts which increased recoveries in all units year over year by more than 20%
- Maintained compliance with all service level agreements for the life of the respective client contracts
- Reduced employee attrition in all business units by 10-15%, year over year

AT & T WIRELESS SERVICES, Austin, Texas

2001 to 2003

Customer Service Agent, Level II (Mentor/ Lead) – Managed day to day performance of 8-10 customer service employees, reporting aberrations to quad supervisor for correction. Maintained required calls per hour and availability levels and ensure quality guidelines were adhered to on all calls. Responded to customer escalations as needed.

- Awarded "top performing team" twice within the company and nominated four times
- Boosted CPH for team by "1"

RMH TELESERVICES, Austin, Texas

1998 to 2001

Call Center Night Manager – Inbound multilingual third party verification for MCI WorldCom. Managed evening operations for all language queues. Maintained required CPH and availability levels and ensured quality guidelines are adhered to on all calls. Responded to customer escalations and needed. Reviewed termination decisions

Education & Professional Development

Masters of Business Administration, Texas State University (in progress)

Bachelors of Applied Arts and Sciences, Texas State University

BAI Graduate School of Retail Banking – Graduated with Great Distinction

Associates of the Arts (AA), Santa Rosa Junior College

American Society of Public Administrators (ASPA)

Certified Public Manager, CPM

Future Business Leaders of America Professional Life Member (FBLA)

AARON MILLION

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

GILA LLC, Austin, Texas

2011 to Present

Vice President of Collections Services –

- Oversee the daily operations of all MSB, Gila Group, and NCUA
- Collaborate with director of operations and client relations manager to create comprehensive collection strategies
- Maintain budget and forecast projected collections
- Responsible for creating, maintaining and enhancing collection tools

NCO FINANCIAL SYSTEMS, INC., Getzville, New York

2010 to 2011

Strategy Manager-

- Reports to Vice President of Performance Optimization.
- Responsible for a large bank client with more than 15 unique market streams and monthly receivables exceeding \$3.5 Million.
- Oversee planning and execution of portfolio strategies to ensure market leading performance.
- Directly responsible for strategic implementation and execution of performance improvement plan that corrected agency ranking from lowest rank to market best in six months. First place rank in this market has been maintained for six consecutive months.
- Provide portfolio strategy support to five U.S. locations.

NCO FINANCIAL SYSTEMS, INC.,

2002 to 2009

General Manager, Accounts Receivable Management, Recoveries Division- 2008

- Reported to Vice President of Operations and Vice Presidents overseeing client relationships.
- Responsible for daily operations of Recoveries staff consisting of more than 75 employees and monthly revenue budget exceeding \$400,000.
- Reported regularly to senior management.
- Regularly hosted on-site client visits and contractual compliance audits.
- Director, Corporate Training and Development, Outsourcing, Getzville, NY January 2009 – August 2009
- Reported to Vice President of Training and Senior Vice President of Operations.
- Responsible for the oversight of the Training Department for the Outsourcing Division, including trainers located in the United States, Canada, Mexico, India, Philippines, and Caribbean.
- Responsible for all aspects of the training programs, including creation, approval, modification of training documents.
- Consulted regularly with legal counsel to ensure that all information disseminated complied with regulatory statutes and company policy.

Director, Corporate Training and Development, Recoveries Division- 2005-2006

- Reported to Vice President of Training and Senior Vice President of Operations.
- Responsible for the oversight of the training department for the Accounts Receivable Management Division, including trainers located in the United States, Canada, India, Philippines, and Caribbean.
- Responsible for all aspects of the training programs, including creation, approval, modification of training documents.
- Consulted regularly with legal counsel to ensure that all information disseminated complied with regulatory statutes and company policy.
- Successfully completed NCO's Leadership Development for Excellence program.
- General Manager, Accounts Receivable Management, Recoveries Division April 2006 – April 2008
- Quezon City, Philippines
- Reported to Assistant Vice President of Operations and Vice Presidents overseeing client relationships.
- Piloted and launched Recoveries operations in the Philippines.
- Increased monthly revenue from \$20,000 (Mo. 1) to more than \$750,000 (Mo. 24).
- Responsible for daily operations of Recoveries staff consisting of more than 300 employees.
- Reported regularly to senior management and co-hosted two annual executive on-site visits to review performance and growth initiatives.
- Regularly hosted on-site client visits and contractual compliance audits.
- Responded to regulatory and compliance defects as requested by legal counsel.

Assistant Recruiter- 2002-2003

- Reported to site Recruiter, assisted Recruiter in the employee recruitment and hiring process.

- Reviewed applications for employment, conducted interviews and professional reference checks, extended job offers, and facilitated new-hire paperwork.
- Attended community job fairs to recruit and meet staffing requirements.
- Trainer, Getzville, NY May 2003 – March 2005
- Reported to Director of Training
- Conducted new-hire training for Accounts Receivable Management Division consisting of regulatory training and certification, collection skills training, operations and systems training.
- Facilitated ongoing enhancement of training programs and materials.
- Created, implemented, and conducted developmental training program offering tenured employees an opportunity to enhance their operations skills sets.
- Assisted the Director of Training in the development of a leadership training program that was implemented globally across the enterprise.
- Coordinated with legal counsel when training programs required modification due to regulatory and statutory changes in the debt collection industry.

Education & Professional Development

Millard Fillmore College (SUNY, University at Buffalo) January 2010 – February 2010

Division of Continuing and Professional Studies

Certificate: Paralegal Studies

State University of New York, College at Buffalo August 2009 – Present

Degree Program/Major: Bachelor of Science in Economics

Concentration: Applied Economics

Minor: Legal Studies

Cumulative GPA: 3.15/4.00

Major GPA: 3.45/4.00

Relevant Coursework Completed:

Principles of Management Financial Accounting

Managerial Economics Business Law

Economic Statistics Applied Calculus

Money and Banking

Macroeconomic Theory (Principles and Intermediate Level)

Microeconomics Theory (Principles and Intermediate Level)

Notable Academic Achievements:

May 2011 Dean's List Semester GPA: 3.77/4.00

December 2010 Dean's List Semester GPA: 4.00/4.00

May 2010 Dean's List Semester GPA: 3.75/4.00

State University of New York, College at Fredonia / Buffalo August 2000 – May 2005

Daemen College

Degree Program/Major: Business Administration

MEGAN ALLEN

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

GILA LLC, Austin, Texas **2010 to Present**

Director, Client Services – Responsible for structuring and developing the Municipal Services Bureau client service team

- Restructured Client Survey process
- Developed and Implemented SOP's for Client management
- Responsible for revenue generation, satisfaction and retention of Municipality clients

RAINMAKER SYSTEMS INC., San Jose, CA **2008 to 2010**

Vice President, Client Services – Responsible for revenue generation, satisfaction and retention of technology partners and clients

- Structured and developed the client service organization, utilizing Thought Leadership methodology to achieve revenue growth
- Negotiated MSA/SOW terms within gross margin targets for partners and clients
- Served as company contact for client obtainment and on-boarding
- Facilitated business development strategies on companies SAAS, e-commerce and market to lead solutions

TRG, Kind of Prussia, PA **2007 to 2008**

Vice President, Client Services – Responsible for operational delivery and growth of technology clients

- Managed and developed a team of client service Directors
- Lead the development, execution and delivery of quarterly client business reviews
- P&L Ownership
- Responsible for MSA/SOW creation and management
- Supported the sales process for new client obtainment

SITEL, Omaha, NE **2006 to 2007**

Director, Relationship Management- Responsible for Strategic development and positioning of key financial and consumer clients.

- Facilitated Thought Leadership on company Value Proposition
- Manage the MSA and SOW creation, along with renewal process
- Function as an escalation point for both internal operations and client
- Maintain knowledge of long term business strategies of clients and translate client overall objectives into SITEL strategies and tactics

SITEL, Omaha, NE **2003 to 2006**

Director of Account Operations: Responsible for global Operations of Financial Clients. Managed and developed a team of Marketing Executive for American Express and Chase Clients.

- Developed and implemented strategies for achieving performance targets and growing market share, utilizing on-shore, near-shore and off-shore facilities
- Ensure operations are in compliance with contract stipulations, making recommendations to management for re-negotiations/adjustments as needed
- Manage and direct operations relating to profitability and revenue for on-shore, near-shore and off-shore facilities

SITEL, Omaha, NE **1999 to 2003**

Marketing Executive- Maintain client relations with financial clients

- Prepare reports and monthly client billing for multiple programs
- Prepare and Present Sales proposals for prospective Clients
- Prepare Strategic Proposals for increasing Clients ROI
- Manage performance in alignment with Clients needs and expectations

Education & Professional Development

Associates Degree in Business Administration from Iowa Western
6Sigma Greenbelt

Professional Experience & Accomplishments

GILA LLC, Austin, Texas

2006 to Present

Account Executive – Communicate proactively with the client on business issues and opportunities, including participating in Monthly Business Reviews. Work with client to manage and monitor the implementation of account changes and new requirements. Verify contractual client obligations are met to ensure maximum client satisfaction. Ensure that appropriate client metrics and generated, reporting deadlines are met in a timely manner, and accurate data is generated.

Client Account Representative - Responsible for daily client interaction (via phone and email) which involves receiving notifications from clients to change statuses or balances of one or more accounts.

- Meet client contractual obligations in order to achieve exceptional client satisfaction.
- Correspond and coordinate with clients regarding debtor escalations to derive best resolution and to achieve satisfaction.
- Complete research involving submission files, payment files and/or adjustment files as well as assist in the correction of any issues.
- Client Implementation Testing – Interact with Account Executives and Business Analysts upon new client implementation to ensure that our records match
- Provide support to Account Executives, supervisors, co-workers and other departments.

Customer Service Representative - • Responsible for assigning and managing Repossession Accounts, including new assignments, updating assignments and closing assignments for multiple clients

- Monitor Bankruptcy accounts, including filing Proof of Claims and Reaffirmation agreements for multiple clients as well as updating and flagging accounts as necessary
- Interact between repossession agents, bankruptcy attorneys and/or bankruptcy trustees.
- Handle day to day communications between clients, members & collectors
- Assisting with monthly end of month reporting
- Assisting with data entry duties as needed including the implementation of Repossession Client Characteristics, Field chase SOP & Skip tracing SOP

Collector - Collect on delinquent credit union accounts and offered financial resolutions for outstanding balances

Education & Professional Development

1997- 2001- LBJ High School

2001- 2004- Austin Community College (46 credits)

2013- Austin Community College (Associates in Computer Science/Bachelors in Business)

Professional Experience & Accomplishments

GILA LLC, Austin, Texas

2011 to Present

MSB Collections Manager –

- Oversee the daily operations of MSB-Government Collections
- Collaborate with director of operations and client relations manager to create comprehensive collection strategies
- Oversee complete call center floor, includes 3 supervisors and approximately 70 collectors
- Oversee hiring, terminations, and training needs for staff

MSB Collections Supervisor – Oversees a team of 8-15 collectors

- Ensure all agents follow FDCPA and all other state and local laws
- Perform and deliver annual reviews, corrective actions, PIP
- Train and develop collection agents knowledge

MSB Collector – call center representative for delinquent court and debt collections.

- Performed Inbound and Outbound Calls
- Follow all state and local laws as well as creditor guidelines.

CREDIT ONE BANK, Las Vegas, Nevada

2007 to 2010

Collections Team Manager – Responsible for 10-15 collection agents as well as 10-12 additional lead associates.

- Created roll rate performance charts currently used.
- Help develop training materials and implemented current training program
- Ensure all agent followed applicable collection laws
- Created job description and policy and procedures for "Talk Off Professionals"
- Assisted in creating "Close Teams" to help reduce overall roll rate delinquency

Conns Inc., Beaumont, Texas

2004 to 2007

Credit Manager - Managed collection delinquency levels from current write-off

- Help develop training materials and implemented current training program
- Ensured that agents followed all collection laws and state laws for Texas and Louisiana

Education & Professional Development

Lamar University – June 2004 – December 2006

STEPHANIE CARVAJAL

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

GILA LLC, Austin, Texas

2001 to Present

Manager Business Analyst –
(2008 to Present)

- Coordination between multiple department for technical needs and scope of work to be performed during implementation
- Analyze the scope, draft documentation on script development and create Standard Operating Procedure documentation
- Provide continued assistance through in-depth client database analysis, special reporting and database comparison synchronization between client and MSB

Collection Logistic Manager-
(2007 to 2008)

- Created and helped IT develop a new skip tracing process for our DPS Department and MSB Department. Negotiated and developed new pricing plan that lowered cost by 30%.
- Manage entire skip process from the development of new requirements, negotiating with vendors on pricing and setting up the processes, to maintaining the export and import of large files.
- Develop and implement new collections letters as well as maintain collection letters in production for our vast number of clients. Work specifically with our vendor in setup and testing of letter and formatting letter files.
- Review letters with Attorney to insure we are in compliance with FDCPA regulations.
- Assisted with the certification process of our company to obtaining PPMS (Professional Practices Management System) certification through ACA. Research and documented Data Identification & Traceability, Process Control, etc. As well as develop audit procedures for our various departments.
- Create various custom and specific reports for executive management.

Collection Manager-
(2006 to 2007)

- Managed the Court Fines Warrant & Resolution and Debt Division 30+ personnel.
- Responsible for hiring, managing, training and development of personnel. Responsible for scheduling, all personnel issues, disciplinary actions and reviews.
- Responsible for meeting or exceeding annual budget, forecasting, analysis of projected collections and cost. As well as find innovative solutions to cut cost and increase revenue.
- Created and setup new client strategies and letters in our CRS System.
- Daily production and corporate reports, monthly bonus reports, as well as any adhoc special statistical reports needed by executive management.
- Strategically planned and administered the set up of dialer campaigns through our internal system.

Court Collections Supervisor-
(2002 to 2006)

- Managed Court Collectors - developed and trained collectors to adhere to company call quality and performance standards. Maintained time sheets, and scheduling of collectors
- Developed a web based reference guide for the collectors that maintained departmental rules.
- Created training material for collectors, did side by side/remote monitoring and coaching.
- Monitoring and setting up of Predictive Dialer Campaigns.

Warrant Resolution Agent-
(2001 to 2002)

LOCKHEED MARTIN, INC., Austin, Texas

2000 to 2002

Child Support Collector- Collected on delinquent child support for the State of Arizona.

PROVIDEAN FINANCIAL, Austin, Texas

2000

Senior Recovery Specialist- Collected on delinquent credit card accounts

XETEL CORPORATION, Austin, Texas

1995 to 2000

Team Lead- Team Leader – back end electronic assembly, QA, and special projects.

Education & Professional Development

Austin Community College, 2004-2007

Texas State University, Round Rock, Texas, in progress

RUBEN PALOMINO

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

GILA LLC, Austin, Texas

1995 to Present

Senior Collections Supervisor, MSB –

- Interview and hire prospective employees.
- Train employees
- Give ongoing training to all employees
- Ensure that employees followed the core values of the company.
- Supervised 20 employees
- Update and maintain weekly reports and spreadsheets sent to all Directors and Managers.
- Responsible for two Departments a debt department and court department.
- Make sure that we had proper phone coverage at all times
- Had to make sure that stayed abreast of all FDCPA laws
- Certified Manager for State of Nevada

RENT AMERICA, Austin, Texas

1990 to 1995

Store Manager –

- Responsible for all daily deposits
- Handled all incoming customer complaint calls to determine the best solution for customer satisfaction. Provided phone coverage and assisted District Manager with ongoing operations of the stores.
- Communicated daily with Corporate Management.
- Created memorandums, correspondence and reports for weekly, monthly and quarterly reports
- Had to make sure the store was profitable
- Checked in new inventory

Education & Professional Development

Midland College, January 1987-May 1990

Certified Manager for State of Nevada

SUZANNE TANKSLEY

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

GILA LLC

2005 to Present

Senior Manager – Manage up to 35 personnel in conjunction with company policies including hiring, training terminating, performing corrective actions, and conducting annual reviews.

- Oversee units receiving, posting, depositing, and reconciling all monies for clients of Gila LLC
- Manage company inbound and outbound mail services and reception area
- Administer back office support staff responsible for customer responses on behalf of key accounts
- Handle all process improvement projects including automation opportunities
- Build and maintain strong relationships with clients and service vendors
- Maintain departmental budgets
- Create Standard Operating Procedures for departmental functions
- Perform audits to verify accordance to client contract requirements and internal policies
- Maintain records for PPMS & SAS70 certifications

WELLS FARGO BANK

2003 to 2004

Service Manager- Managed up to 10 personnel in conjunction with company policies.

- Trained personnel
- Maintained company vault totals up to \$10M
- Reconciled daily cash drawer to the penny and maintain minimum top drawer allowance
- Maintained sales record according to branch requirements
- Served customers with bank record reconciliation, money orders, cashier checks, traveler's checks and large cash transactions in accordance with Federal law, which many times resulted in CTR or SAR reports

RANDALL'S FOOD & DRUG

2001 to 2006

Team Lead, Customer Service – Lead up to 4 personnel in conjunction with company policies.

- Responsible for receiving, posting, depositing, and reconciling all monies for store including individual cashiers
- Trained personnel
- Served customers with Western Union transfers, money orders, check cashing, and vehicle registration renewals

TEXANS CREDIT UNION

1998 to 2002

Customer Service Supervisor – Managed up to 3 personnel in conjunction with company policies.

- Trained personnel; remained in accordance with all applicable banking laws and training classes
- Maintain company vault totals up to \$1M
- Reconciled ATM cash totals and deposits
- Served customers with bank record reconciliation, money orders, cashier checks, traveler's checks and large cash transactions in accordance with Federal law, which many times resulted in CTR or SAR reports

AAFES

1995 to 1998

Booth Supervisor – Supervised up to 5 personnel in conjunction with company policies.

- Responsible for receiving, posting, depositing, and reconciling all monies for AAFES vendors
- Handled all soldier credit applications for DPP and loans
- Served soldiers with money orders, check cashing, and loan payments

Professional Experience & Accomplishments

GILA LLC, Austin, Texas

2005 to Present

Manager, Performance Development and Quality Assurance – Manage performance development, compliance and quality assurance functions for call center operations and collections for all divisions, including toll road operations and government services.

- Ensure that all policies and procedures adhere to and comply with client and industry standards
- Manage quality audit processes for all customer relationship employees
- Support launch of new products and services through training, compliance evaluation, and quality assurance
- Manager performance development processes for all employees
- Develop and implement recognition and motivational programs
- Consult with General Counsel regarding compliance matters
- Responsible for writing and developing training and incentive programs

Performance Development Specialist – Develop and organize training manuals, multimedia visual aids and enhancement training for new hires and re-training.

- Facilitates new hire and enhancement training
- Plans, develops, and provides training programs to support business objectives
- Plans and facilitates quality re-training
- Works with department management to identify training needs
- Conducts calibration sessions to ensure consistency in auditing practices

Collector- Collector for the Gila Group division for financial institutions and credit unions.

- Established contact with credit union members for the purpose of collecting past due funds
- Reviewed alternatives for payment with members
- Used skip trace tools provided to locate members

Education & Professional Development

General Equivalency Degree 1999

HISTORY ANALYSIS REPORT - BATCH SUMMARY

Period	New Accounts	Submitted Dollars	Average Submission	Current Collections	Collected To Date	Liquidity	Gross	Current Commission	Commission To Date	Commission Percent	Cancelled Accounts	Cancelled Dollars	Cancelled Percent	PIF	Avg Age of Accounts	Avg Age At Submission
4/2015	2439	1,700,794.07	697.33	80.00	7,363.94	0.34%	0.43%	16.80	1,546.42	21.00%	2	1,055.15	0.06%	16	19	129
3/2015	2777	2,041,407.60	735.11	250.00	38,138.47	1.48%	1.87%	52.50	8,004.91	20.99%	18	14,763.98	0.72%	64	47	132
2/2015	2386	1,626,212.58	681.56	0.00	54,471.79	2.65%	3.35%	0.00	11,438.04	21.00%	22	17,996.27	1.11%	98	76	128
1/2015	3046	2,169,183.34	712.14	204.50	71,233.52	2.59%	3.28%	42.95	14,959.04	21.00%	29	23,219.39	1.07%	136	104	131
12/2014	4084	2,930,686.15	717.60	0.00	110,554.23	2.98%	3.77%	0.00	23,214.31	21.00%	41	35,013.38	1.19%	184	138	132
11/2014	3022	2,031,879.85	672.36	0.00	75,389.58	2.93%	3.71%	0.00	15,831.81	21.00%	31	24,843.60	1.22%	134	173	124
10/2014	2859	1,971,666.52	689.64	1,020.00	81,153.88	3.25%	4.12%	214.20	17,042.34	21.00%	21	18,348.23	0.93%	132	199	126
9/2014	2798	1,955,665.84	698.95	0.00	93,037.69	3.76%	4.76%	0.00	19,537.97	21.00%	50	35,649.02	1.82%	149	229	131
8/2014	2964	2,017,507.62	680.67	100.00	93,840.52	3.67%	4.65%	21.00	19,706.53	21.00%	31	23,274.73	1.15%	153	257	127
7/2014	3978	2,708,210.73	680.80	0.00	154,165.12	4.50%	5.69%	0.00	32,368.65	21.00%	47	36,460.86	1.35%	266	291	131
6/2014	2854	1,995,849.10	699.25	0.00	90,352.28	3.58%	4.53%	0.00	18,973.61	21.00%	44	31,982.19	1.60%	153	326	128
5/2014	2561	1,723,198.28	672.86	0.00	88,196.92	4.04%	5.12%	0.00	18,519.24	21.00%	32	25,589.73	1.49%	136	354	132
4/2014	2434	1,689,762.11	694.23	0.00	77,525.00	3.62%	4.59%	0.00	16,280.34	21.00%	31	21,448.83	1.27%	131	382	126
3/2014	2627	1,808,065.52	688.26	0.00	95,263.31	4.16%	5.27%	0.00	20,005.37	21.00%	42	36,653.02	2.03%	156	406	133
2/2014	2526	1,741,974.00	689.62	0.00	105,355.53	4.78%	6.05%	0.00	22,124.62	21.00%	31	23,139.04	1.33%	166	438	128
1/2014	5296	3,807,247.08	718.89	0.00	221,272.78	4.59%	5.81%	0.00	46,465.19	21.00%	56	47,229.79	1.24%	367	475	147
12/2013	1179	781,337.44	662.71	0.00	37,703.39	3.81%	4.83%	0.00	7,915.59	20.99%	9	6,689.35	0.86%	65	509	134
11/2013	2509	1,616,479.21	644.27	0.00	101,746.07	4.97%	6.29%	0.00	21,366.63	21.00%	33	21,090.16	1.30%	168	530	141
10/2013	3530	2,399,127.37	679.64	0.00	120,924.97	3.98%	5.04%	0.00	25,394.22	21.00%	27	20,266.46	0.84%	212	560	130
9/2013	2987	1,977,567.01	662.06	0.00	108,374.64	4.33%	5.48%	0.00	22,756.53	21.00%	24	15,809.44	0.80%	188	592	133
8/2013	2549	1,732,295.93	679.60	0.00	97,266.10	4.44%	5.61%	0.00	20,425.88	21.00%	24	15,959.48	0.92%	176	622	126
7/2013	3502	2,240,609.49	639.81	0.00	172,564.17	6.08%	7.70%	0.00	36,238.46	21.00%	46	32,329.76	1.44%	280	655	128
6/2013	2469	1,648,626.96	667.73	0.00	101,547.56	4.87%	6.16%	0.00	21,319.21	20.99%	33	26,747.86	1.62%	176	691	126
5/2013	2548	1,633,992.04	641.28	0.00	106,592.73	5.15%	6.52%	0.00	22,384.53	21.00%	40	28,207.60	1.73%	178	719	125
4/2013	2295	1,510,504.48	658.17	0.00	80,386.69	4.20%	5.32%	0.00	16,881.25	21.00%	19	14,351.49	0.95%	149	746	122
3/2013	2428	1,634,938.29	673.37	0.00	105,531.33	5.10%	6.45%	0.00	22,161.62	21.00%	26	17,690.89	1.08%	182	775	127
2/2013	2098	1,442,168.29	687.40	0.00	98,593.88	5.40%	6.84%	0.00	20,704.70	21.00%	18	12,935.83	0.90%	154	803	126
1/2013	3908	2,594,144.52	663.80	72.67	195,720.00	5.96%	7.54%	15.26	41,101.07	21.00%	56	39,973.38	1.54%	335	835	129
12/2012	2674	1,858,156.13	694.90	0.00	128,858.85	5.48%	6.93%	0.00	27,060.34	21.00%	33	28,241.83	1.52%	192	871	126
11/2012	2798	1,809,947.09	646.87	0.00	129,009.80	5.63%	7.13%	0.00	27,092.14	21.00%	40	26,685.01	1.47%	210	901	128
10/2012	2949	2,037,556.40	690.93	0.00	117,084.80	4.54%	5.75%	0.00	24,587.09	21.00%	28	23,589.77	1.16%	177	926	129
9/2012	3323	2,274,833.97	684.57	0.00	140,846.32	4.89%	6.19%	0.00	29,576.35	21.00%	48	40,592.69	1.78%	224	958	122
8/2012	8562	6,315,047.66	737.57	0.00	328,628.83	4.11%	5.20%	0.00	69,011.94	21.00%	87	68,661.31	1.09%	461	987	181
7/2012	4874	3,331,448.54	683.51	0.00	181,500.38	4.30%	5.45%	0.00	38,115.09	21.00%	52	38,545.51	1.16%	346	1019	162
6/2012	1421	951,647.13	669.70	0.00	77,409.51	6.43%	8.13%	0.00	16,255.76	21.00%	16	11,951.97	1.26%	139	1061	229
5/2012	1201	538,713.81	448.55	0.00	91,816.22	13.46%	17.04%	0.00	19,281.28	21.00%	31	13,910.75	2.58%	195	1080	174
4/2012	1169	682,573.11	583.89	0.00	75,704.28	8.76%	11.09%	0.00	15,897.88	21.00%	8	5,453.46	0.80%	135	1112	171
3/2012	3051	2,095,312.84	686.76	200.00	120,133.77	4.53%	5.73%	42.00	25,228.13	21.00%	19	13,384.59	0.64%	223	1140	235
2/2012	2527	1,638,115.26	648.25	20.00	103,018.59	4.97%	6.29%	4.20	21,631.06	21.00%	22	16,875.86	1.03%	181	1175	162
1/2012	4248	3,043,464.23	716.45	0.00	179,036.82	4.65%	5.88%	0.00	37,595.74	21.00%	76	62,639.70	2.06%	298	1207	220
12/2011	1403	815,777.16	581.45	0.00	78,971.35	7.65%	9.68%	0.00	16,582.55	21.00%	17	12,512.84	1.53%	155	1236	148
11/2011	2709	1,890,275.52	697.78	0.00	131,332.72	5.49%	6.95%	0.00	27,573.48	21.00%	41	31,988.75	1.69%	230	1265	147
10/2011	2449	1,627,200.68	664.43	0.00	123,729.49	6.01%	7.60%	0.00	25,982.00	21.00%	57	47,130.85	2.90%	232	1291	205
9/2011	2534	1,769,269.41	698.21	0.00	137,625.46	6.14%	7.78%	0.00	28,908.38	21.01%	38	23,781.08	1.34%	218	1322	143
8/2011	5644	3,738,082.49	662.31	0.00	225,864.92	4.77%	6.04%	0.00	47,419.31	20.99%	81	58,332.77	1.56%	370	1353	169
7/2011	2475	1,455,351.39	588.02	0.00	141,020.05	7.65%	9.69%	0.00	29,612.92	21.00%	41	25,208.26	1.73%	264	1383	167
6/2011	2455	1,608,603.87	655.24	0.00	151,221.79	7.43%	9.40%	0.00	31,756.61	21.00%	45	30,906.17	1.92%	256	1415	165
5/2011	2070	1,405,810.21	679.14	0.00	101,051.75	5.68%	7.19%	0.00	21,220.85	21.00%	59	48,293.05	3.44%	187	1438	170
4/2011	2553	1,600,408.13	626.87	0.00	140,536.92	6.94%	8.78%	0.00	29,512.68	21.00%	49	32,371.45	2.02%	251	1472	194

3/2011	3915	2,598,081.72	663.62	0.00	214,606.89	6.53%	8.26%	0.00	45,062.31	21.00%	91	71,990.33	2.77%	357	1510	155
2/2011	3960	2,849,834.97	719.66	0.00	185,729.24	5.15%	6.52%	0.00	38,959.79	20.98%	92	76,491.58	2.68%	291	1542	155
1/2011	1986	1,389,001.15	699.40	0.00	97,109.90	5.54%	6.99%	0.00	20,153.58	20.75%	54	50,915.72	3.67%	185	1573	178
12/2010	1381	979,303.60	709.13	0.00	69,377.74	5.60%	7.08%	0.00	14,569.45	21.00%	36	26,693.07	2.73%	119	1599	175
11/2010	2602	2,090,370.14	803.37	0.00	125,629.38	4.75%	6.01%	0.00	26,275.75	20.92%	73	319,047.85	15.26%	208	1624	161
10/2010	2175	1,617,410.46	743.64	0.00	107,020.37	5.23%	6.62%	0.00	22,474.35	21.00%	55	146,682.36	9.07%	191	1655	157
9/2010	3668	2,637,847.16	719.15	0.00	168,934.04	5.06%	6.40%	0.00	35,471.25	21.00%	79	226,231.35	8.58%	282	1688	154
8/2010	3225	2,241,469.00	695.03	0.00	158,975.86	5.61%	7.09%	0.00	33,340.37	20.97%	76	192,230.63	8.58%	293	1728	158
7/2010	2100	1,584,155.52	754.36	0.00	96,596.63	4.82%	6.10%	0.00	20,283.43	21.00%	50	177,775.07	11.22%	186	1756	153
6/2010	3952	2,966,962.51	750.75	0.00	169,967.32	4.53%	5.73%	0.00	35,690.75	21.00%	77	229,056.64	7.72%	279	1782	155
5/2010	2868	2,032,723.71	708.76	0.00	132,437.29	5.15%	6.52%	0.00	27,811.48	21.00%	48	137,115.30	6.75%	242	1811	190
4/2010	2679	2,257,929.47	842.83	0.00	104,330.64	3.65%	4.62%	0.00	21,907.26	21.00%	78	344,748.54	15.27%	158	1841	166
3/2010	4148	2,854,148.37	688.08	0.00	160,286.39	4.44%	5.62%	0.00	33,660.09	21.00%	55	209,397.12	7.34%	328	1873	188
2/2010	5208	3,359,971.62	645.16	0.00	208,831.11	4.91%	6.22%	0.00	43,853.84	21.00%	68	315,157.63	9.38%	394	1916	221
TOTAL	187609	129,077,705.85	688.01	1,947.17	7,688,501.51	4.71%	5.96%	408.91	1,614,083.36	20.99%	2703	3,853,311.77	2.99%	13161	959.70	151.51



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: EAD0122

COMMODITY/SERVICE DESCRIPTION: EMS Collection Services

DATE ISSUED: 4/6/15

NON-MANDATORY PRE-PROPOSAL CONFERENCE TIME AND DATE: 4/9/15 – 9 AM – 10 AM

REQUISITION NO.: 15022600223

LOCATION: RBJ Building, 15 Waller Street, Austin, TX 78702
3rd Floor Conference Room

COMMODITY CODE: 94633

CALL IN INFORMATION FOR NON-MANDATORY PRE-PROPOSAL CONFERENCE:

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Call In Number: 512-974-3816
Participant Code: 27727

Erin D’Vincent
Senior Buyer Specialist
Phone: (512) 972-4017
E-Mail: erin.dvincent@austintexas.gov

PROPOSAL DUE PRIOR TO: 5/6/15, 3:00 PM, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office- RFP EAD0122	Purchasing Office - Response Enclosed - RFP EAD0122
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE “Purchasing Office-Response Enclosed” along with the offeror’s name & address, solicitation number and due date and time. See Section 0200 Solicitation Instructions for more details.

All Offers (including Financial Review documents) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL PAPER COPY AND AN ELECTRONIC COPY OF YOUR ORIGINAL RESPONSE IN PDF FORMAT ON 6 INDIVIDUAL FLASH DRIVES. LABEL EACH FLASH DRIVE WITH YOUR COMPANY NAME.

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	2
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
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0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
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0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City’s MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Gila LLC d/b/a Municipal Services Bureau (MSB)

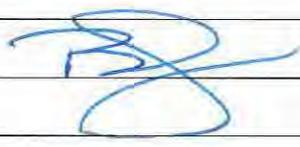
Company Address: 8325 Tuscan Way

City, State, Zip: Austin, TX 78754

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Bruce Cummings

Title: CEO

Signature of Officer or Authorized Representative: 

Date: 4/29/2015

Email Address: bruce.cummings@gilacorp.com

Phone Number: 512.323.4231

*** Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
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STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

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releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.
19. **WARRANTY-PRICE:**
- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
 - B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
 - C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such

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meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

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52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to erin.dvincent@austintexas.gov no later than noon on April 15, 2015.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

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- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Professional Liability Insurance:** \$1,000,000 per claim
 - v. **Directors & Officers Insurance:** \$1,000,000 per claim if Contractor is a corporation
 - vi. **Commercial Crime Insurance:** coverage for all losses emanating from the handling of funds including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. The policy MUST include coverage for employee theft or forgery of assets of the Contractor's clients. Coverage shall be written for a minimum limit of \$2,000,000.
 - vii. **Cyber Risk / Technology Errors and Omission:** coverage of not less than \$1,000,000 each claim and annual aggregate providing coverage for claims arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy. (6) Licensor's acts, errors and omissions in delivering or failing to deliver its professional services
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **PROPOSAL BOND: ("BOND") (Applicable to procurements requiring a Payment and/or Performance Bond)**
- A. All Offers shall be accompanied by a Proposal Bond in an amount of \$25,000. The Proposal Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
 - B. The Proposal Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Proposal Bond will be returned to the Offeror. The Proposal Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Proposal Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.
4. **PERFORMANCE BOND: (Must also include Proposal Bond – see paragraph 3 above)**

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A. The Contractor shall provide a Performance Bond in the amount of \$500,000 within 14 calendar days after request by the City. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

5. TERM OF CONTRACT:

A. The Contract shall be in effect for an initial term of 60 months and may be extended thereafter for up to 2 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

6. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Emergency Medical Services
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

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- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

8. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU2030000300000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Total benefits for Private industry workers in Service occupations	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

9. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

10. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Rick Branning

(512) 972-7200

Rick.Branning@austintexas.gov

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

Section 0500: Scope of Work

SOLICITATION NO. EAD0122

Description: Collection of Delinquent Accounts Receivable for City of Austin Emergency Medical Services Department.

1.0 PURPOSE

The City of Austin Emergency Medical Services Department (EMS), hereinafter referred to as the City, is seeking proposals in response to this Request for Proposal from collection agencies or bureaus qualified and experienced in collecting past due or delinquent medical accounts and accounts with incomplete or incorrect contact information. The successful Proposer shall collect, account for, submit, and report funds representing delinquent accounts receivable to the City. The City shall have sole discretion in determining which accounts to turn over to Contractor. The City and Contractor make no agreement as to the age, type, dollar amount, or collectability of accounts.

Contractor shall occupy the status of an independent Contractor and shall comply with all laws, statutes, and any other governmental provisions prevailing during the term of this Agreement, including the Texas Debt Collection Act, V.A.T.S, Art. 5069, Chapter 11; and the Federal Debt Collection Practices Act, U.S.C.A. Section 1962, et. seq. and HIPAA requirements at all times.

2.0 BACKGROUND

Accounts will consist of EMS delinquent accounts and mail return accounts.

Recent average monthly referral volume over the past 12 months is as follows:

Delinquent Accounts: 1,948 accounts per month; monthly total \$2,337,041.25
Mail Return Accounts: 375 accounts per month; monthly total \$316,897.83

Prior to an account being assigned to the contractor, City collection efforts will have included a minimum of three (3) billings from the EMS Billing Office if accurate demographic information was received at the time of service or was obtained through research.

Typically, charges on overdue accounts will range from \$25.00 to over \$1,000.00 for transport with extensive treatment. Some of the accounts will consist of partial charges on these bills.

The City will refer accounts twice a month electronically via 256 bit AES encrypted while in transit in a width text files with the following data (where available) to be provided:

- Guarantor name
- Guarantor address
- Guarantor telephone number
- Guarantor Social Security Number
- Patient name
- Patient birth date
- EMS account number
- Balance due
- Service date
- Itemized charges
- Description of charges
- Insurance information

3.0 CONTRACTOR REQUIREMENTS

- 3.1 Contractor must assume sole responsibility for all aspects of the collection process, including problem resolution with debtor disputes.
- 3.2 Contractor's system shall be able to generate patient encrypted notices and mail-out production is considered essential to handle the volume.
- 3.3 Contractor shall be able to accept data transferred by the City electronically in a 256 bit AES encrypted file while in transit.
- 3.4 Contractor shall demonstrate experience in collecting overdue accounts from medical providers with a similar volume to the EMS department in the past five years. References shall be listed in Section 0700 Reference Sheet.
- 3.5 Monthly statements of the accounts paid the prior month are required. Each monthly statement is required to include the EMS account number, patient name, payor name, amount paid, and the type of payment. The types of payments shall include all forms of payment in U.S. currency.
- 3.6 Monthly statements to EMS shall include all credits on an account and include a detailed explanation of the credit.
- 3.7 Monthly statements shall be submitted via a paper copy and in an electronic format .CSV within 10 business days of Contractor's month end close.
- 3.8 Contractor shall provide EMS a view only online account access, including all notes and all information on an account. EMS will use this information only as needed in an effort to resolve customer disputes or for auditing.
- 3.9 Contractor shall provide to EMS any updated address information for any account within five (5) business days of Contractor being aware of any changes. EMS will likewise send updated information to Contractor for any account that is placed with Contractor within five (5) business days.
- 3.10 Contractor shall have the ability to handle Spanish speaking customers both verbally and written.
- 3.11 Contractor agrees that collection fees based on their commission shall not exceed revenue collected for EMS. See Section 0600 Proposal Preparation Instructions M. Part XIII – Cost for additional information.
- 3.12 Contractor shall provide written acknowledgement of receipt of referred accounts is received by the City. Email is acceptable.
- 3.13 Contractor shall absorb any associated credit card processing fees.
- 3.14 Contract shall have 10 business days to satisfactorily resolve any customer service, complaint, inquiry, and dispute unless EMS has been notified otherwise.
- 3.15 EMS will randomly sample accounts and request all information from the account in order to verify that collection efforts are being performed. The Contractor shall have 10 business days to comply with this request.

4.0 MISCELLANEOUS INFORMATION

- 4.1 EMS maintains ownership of all accounts so the balance to be collected by the Contractor is not negotiable.
- 4.2 EMS shall have the ability to pull accounts back at any time, without penalty, even after the contract expires.
- 4.3 Collection efforts shall be suspended immediately on accounts returned to the City as requested, without penalty.
- 4.4 Contractor will retain accounts for the life of the account unless pulled back by the City.
- 4.5 EMS will track all complaints and disputes in order to evaluate trends and communicate to contractor any problems in performance.
- 4.6 The City prefers funds collected are submitted monthly by the 10th business day of the month.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0122**

1. **PROPOSAL FORMAT**

Paper copy of the proposal shall include a table of contents and tabbed sections labeled as shown below Part I – Part XIII. Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

- B. **Part II - System Concept and Solution**: Define in detail your understanding of the requirements presented in the Scope of Work and your solution, including your ability to handle Spanish speaking customers and other languages. Provide a detailed summary of the all of the languages that your agency can handle and support. Provide all details as required in the Scope of Work and describe in detail collection efforts performed on all accounts regardless of balance and any additional information you deem necessary to evaluate your proposal.

- C. **Part III - Processes**: Define in detail your customer service, complaint, inquiry, and dispute processes individually.

- D. **Part IV – Sustainability**: Define in detail the sustainability efforts your firm has in place to deal with the extraordinary amount of paper used within this industry.

- E. **Part V - Project Management Structure**: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

- F. **Part VI - Prior Experience**: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in this contract. Do not include experience unless personnel assigned to this project actively participated. Do not include experience prior to 2005. Supply the company, year(s) of service, number of delinquent accounts managed on a 12 month basis, and reference name, title, phone number, and email address of principal person for whom collection services were accomplished.

- G. **Part VII - Personnel**: Include names and qualifications of all personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.

- H. **Part VIII - Local Business Presence**: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0122**

will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

I. **Part XI - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**

- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

- J. **Part X - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- K. **Part XI - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- L. **Part XII - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- M. **Part XIII - Cost:** Please list your commission rate. All other charges and fees (including credit card and processing fees) are to be included in this commission rate and cannot be charged separately. Additionally, please confirm that your firm is offering "revenue neutrality" which guarantees that collection fees charged on referred accounts will not exceed the revenue collected. Any firm not offering revenue neutrality may not be considered for award.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0122**

2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors:

- i. 100 points.

Financial Review: In a separate sealed envelope in the same RFP package submitted, proposers shall submit a complete set of independently audited financial statements for the last 2 years, including:

- detailed balance sheets, income statements, and statements of cash flow
- an independent auditor's opinion letter
- descriptive notes on the financial statements

The financial review will be pass/fail. Any respondent who does not pass the financial review or fails to provide the information for the financial review shall be grounds for rejection and will not be eligible for award of the contract.

- (1) Cost: Whoever offers the City the lowest base commission rate will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis. – 45 Points
- (2) Prior Experience – 20 Points
- (3) Customer service, complaint, and dispute process – 20 Points
- (4) Sustainability – 5 Points
- (5) LOCAL BUSINESS PRESENCE – Maximum 10 points

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0122**

Local presence of between 1 and 24%	2
No local presence	0

ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. The City will score proposals based on the items listed above. The City may select a “short list” of Proposers based on those scores. Short listed Proposers may be invited for interviews with the City. The City reserves the right to rescore short listed proposals as a result of the interviews and to make an award recommendation on that basis. The City reserves the right to negotiate the actual contract scope of work and cost after submission. Maximum 25 points.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Gila LLC d/b/a Municipal Services Bureau (MSB)					
Physical Address	8325 Tuscany Way Austin, TX 78754					
Is Firm located in the Corporate City Limits? (circle one)	Yes <input checked="" type="checkbox"/>			No		
In business at this location for past 5 yrs?	Yes			No <input checked="" type="checkbox"/> * (4 years)		
Location Type:	Headquarters	Yes <input checked="" type="checkbox"/>	No	Branch	Yes	No

*Moved to this location in 2011 but have been located in Austin City Limits for 25 years.

SUBCONTRACTOR(S):

Name of Local Firm	N/A					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet

Please include the following information – 3 references of a similar size and scope for Collection Services:

Responding Company Name Gila LLC d/b/a Municipal Services Bureau (MSB)

1. Company's Name City of Houston, TX - EMS
Name and Title of Contact Chanelle Barron-Jensen, Finance Department
Present Address 611 Walker
City, State, Zip Code Houston, TX 77002
Telephone Number (832) 393-9074 Fax Number (832) 393-9115
Email Address chanelle.barron-jensen@houstontx.gov

2. Company's Name City of Austin, Texas - Municipal Court
Name and Title of Contact Kimberly Chadwick, Operations Manager
Present Address 701 7th Street
City, State, Zip Code Austin, TX 78701
Telephone Number (512) 974 - 4820 Fax Number (512) 974-4820
Email Address kimberly.chadwick@austintexas.gov

3. Company's Name Nassau County, New York - EMS
Name and Title of Contact Joe Devito, Treasurer
Present Address 99 Main Street
City, State, Zip Code Hempstead, NY 11550
Telephone Number (516) 571-2090 Fax Number (516) 571-1528
Email Address jdevito@nassaucountyny.gov

Section 0835: Non-Resident Bidder Provisions

Company Name Gila LLC d/b/a Municipal Services Bureau (MSB)

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A



Bruce Cummings, CEO



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: EAD0122

Addendum No: 1

Date of Addendum: 4/9/15

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

There was an issue with the conference call in code for the pre-proposal call on 4/9/15 scheduled for 9 AM. A make-up conference call has been scheduled for Monday, 4/13/15 from 1:30 PM – 2:30 PM. The call in code will be a different code and will be posted via an addendum before the call on Monday once it is available. All of the questions that were submitted in advance of the conference call on 4/9/15 as well as the questions asked during that meeting are posted below.

II. Questions:

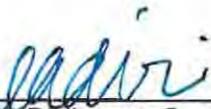
- 1.0 (Q) Does the Performance Bond need to be submitted with the response?
(A) The Proposal Bond is what is required to be submitted with the response in the amount of \$25,000. The Performance Bond will be required once the City has selected a vendor and has notified the vendor to provide the Performance Bond.
- 2.0 (Q) Section 3.13 of the Scope of Work says vendor shall absorb the costs of credit card processing fees. Can these fees be passed on to the patient if we don't charge the City these costs?
(A) No. EMS is not allowed to charge the patient for anything other than what the fee schedule has established so if the vendor receives a payment by credit card they are not allowed to pass the credit card fee onto the patient. The vendor may include this fee in their commission rate but it can't be charged separately.
- 3.0 (Q) Please confirm the due date for this procurement is 5/6/2015.
(A) Currently, this is the due date. If the solicitation is extended, the due date will change.
- 4.0 (Q) What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?
(A) The total dollars paid for the last fiscal year was \$323,384.53.
- 5.0 (Q) Please describe your level of satisfaction with your current vendor(s), if applicable.
(A) EMS is satisfied with the current vendor.

Revised 8/4/2014

- 6.0 (Q) Can you please provide a greater description of the specific kind of receivables to be placed for collection?
 (A) EMS performs its own in house billing. Once an account has been processed or if an insurance payment is received leaving a balance, the account will be billed 3 times and then is scheduled to go to the contracted collections company.
- 7.0 (Q) To what extent are these accounts owed by private consumers versus commercial businesses?
 (A) Greater than 98% are owed by individuals.
- 8.0 (Q) What is the total dollar value of accounts available for placement now by category, including any backlog?
 (A) On 4/7/2015 a batch was submitted for collections in the amount of \$756,143.42. We average around \$800k every two weeks.
- 9.0 (Q) What is the total number of accounts available for placement now by category, including any backlog?
 (A) None, all eligible accounts were sent to the collection on 4/7/2015 the next batch will be sent on 4/21/2015.
10. (Q) What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?
 (A) Approximately 110 days.
11. (Q) Will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?
 (A) No, all accounts will stay with their current collection company.
12. (Q) Who is the current vendor and what percentage are you currently paying?
 (A) The current vendor is Gila LLC, dba Municipal Services Bureau and the current percentage is 21%.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


 Erin D'Vincent, Senior Buyer Specialist
 Purchasing Office, Buyer's Phone Number

4/9/15
 Date

ACKNOWLEDGED BY:

Bruce Cummings
 Name


 Authorized Signature

4/29/2015
 Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: EAD0122

Addendum No: 1A

Date of Addendum: 4/9/15

This addendum is to incorporate the following clarification to the above referenced solicitation:

I. Clarifications:

Call in information for the conference call scheduled from 1:30 PM - 2:30 PM on Monday, April 13, 2015:

Telephone Number: 512-974-9300

Conferee Code: 719291

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Erin D Vincent, Senior Buyer Specialist
Purchasing Office, Buyer's Phone Number

4/10/15
Date

ACKNOWLEDGED BY:

Bruce Cummings

Name


Authorized Signature

4/29/2015

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: EAD0122

Addendum No: 2

Date of Addendum: 4/15/15

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

The proposal bond required to be submitted with the response per item 3 in Section 0400 Supplemental Purchasing Provisions shall be included in the same sealed envelope as the financial review and should be the first item on top when opening the envelope.

The financial review documents should only be in the sealed envelope. Do not include the financial review documents within the actual proposal itself.

II. Questions:

- 1.0 (Q) Does the current vendor have an office in Austin?
(A) Yes
- 2.0 (Q) Please confirm if local business presence was included in the previous solicitation resulting from the contract awarded in 2009?
(A) It was not included. Local business presence has been including in solicitations since 2012.
- 3.0 (Q) What are you looking for regarding the points allocated for sustainability?
(A) This industry uses a lot of paper. What efforts will your firm use to save paper, use recycled paper, double-sided printing, etc.
- 4.0 (Q) What is the historical recovery by the current vendor?
(A) Approximately 7.5%.
- 5.0 (Q) Do you allow credit reporting?
(A) Yes.
- 6.0 (Q) Do the accounts stay with the vendor?
(A) Unless EMS recalls the account, if payments aren't received, they stay with the vendor indefinitely.
- 7.0 (Q) Will the City be willing to sign an NDA before the release of financial documents.

(A) The Purchasing Officer will have to review any requests for City staff to sign a vendor's NDA.

8.0 (Q) How does the interlocal purchasing agreement work listed in Section 0400 Supplemental Purchasing Provisions, item 9?

(A) If there is an agency that the City of Austin has an interlocal agreement with and they wish to piggyback on the contract, as long as the vendor is willing to extend the same terms the interlocal agency may set up a contract with the vendor.

9.0 (Q) Is Austin Energy piggybacking on this contract?

(A) This is an EMS contract.

10.0 (Q) What is the average account balance?

(A) Currently it is \$669.15.

11.0 (Q) Would the City accept a confidential balance sheet in lieu of audited financial statements?

(A) The City will require the last two year end (2013 and 2014) financial statements of at least three of the following four items: statement of cash flow, balance statements, income statements, notes to financials.

12.0 (Q) Why is the Performance Bond amount of \$500,000? It seems that the bond exceeds 5 years' worth of business.

(A) This is a 60-month contract with the option to renew for two additional 12-month periods.

13.0 (Q) Can you please provide a copy of the contract with your current vendor?

(A) The contract is available at the following link (please note it takes a couple minutes to load):

<http://www.austintexas.gov/edims/document.cfm?id=167418>

14.0 (Q) Please provide total accounts receivable referred or forwarded for collections and total cash collections received from the current collections vendor (before vendor fee) for the fiscal years 2012, 2013, 2014.

(A) FY2012 39177 accounts \$26,676,688.94
FY2013 35560 accounts \$23,563,457.38
FY2014 36357 accounts \$25,245,911.47

Cash Collected:

FY2012	FY2013	FY2014	3 Year Total
\$303,527.21	\$415,276.70	\$ 323,384.53	\$1,042,188.44
21%	21%	21%	21%
\$1,445,367.67	\$1,977,508.10	\$1,539,926.33	\$4,962,802.10

15.0 (Q) Can you please clarify the gross dollar amount of collections per month?

(A) Averages are provided on a bi-weekly basis and the average for the last three years has been \$967,769.95 every two weeks.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Erin D'Vincent, Senior Buyer Specialist
Purchasing Office, Buyer's Phone Number

4/15/15
Date

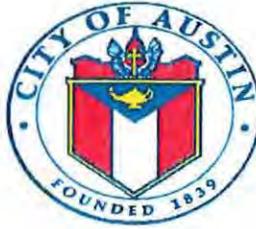
ACKNOWLEDGED BY:

Bruce Cummings
Name


Authorized Signature

4/29/2015
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: EAD0122

Addendum No: 3

Date of Addendum: 4/30/15

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

1.0 (Q) The proposal states the contract term is for 60 months. If awarded, can the bond be issued annually and be renewed or is the City of Austin looking for a 5 year term bond?

(A) For this solicitation, the City does not have a preference. The bond can be issued annually or for a 60 month term.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Erin D'Vincent, Senior Buyer Specialist
Purchasing Office, Buyer's Phone Number

4/30/15
Date

ACKNOWLEDGED BY:

Bruce Cummings

Name



Authorized Signature

04/30/2015

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Erin D'Vincent, Senior Buyer Specialist

DATE: March 11, 2015

SUBJECT: Request for Determination of Goals for Solicitation No. EAD0122

Project Name: EMS Collection Services

Commodity

Code(s): 94633

Estimated Value: \$3,000,000

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

EMS is looking for a Contractor who can provide Collection Services for unpaid accounts that are 90 days past due. The Contractor must have staff with the ability to speak Spanish so they can communicate with clients who don't speak English. Due to the sensitive information the vendor will be receiving, (client name, address, SSN, birth date, to name a few) this information must stay with the Contractor.

The Departmental Point of Contact is: Rick Branning at Phone: 972-7200

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 972-4017.

Approved w/ Goals

Approved, w/out Goals

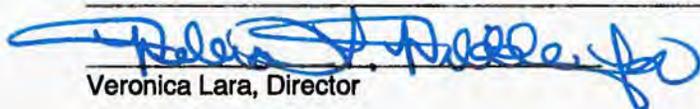
Recommend the use of the following goals based on the below reasons:

a. Goals: _____% MBE _____% WBE

b. Subgoals _____% African American _____% Hispanic

_____% Native/Asian American _____% WBE

This determination is based on the following reasons: NO SUBCONTRACTING OPPORTUNITIES, SPANISH SPEAKING STAFF MUST BE EMPLOYED (ON STAFF) BY CONTRACTOR ON AS NEEDED BASIS.


Veronica Lara, Director

Date: 03/26/15

cc: Lorena Resendiz